

**CONTRACT FOR WIRELESS TELECOMMUNICATIONS  
EQUIPMENT AND SERVICES**  
A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**NEXTEL OF TEXAS, INC. d/b/a NEXTEL COMMUNICATIONS**

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This Contract (the "Contract") is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND **Nextel of Texas, Inc. d/b/a Nextel Communications**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 111 Congress Avenue, One Congress Plaza, Suite 1650, Austin, TX 78701.

**SCOPE OF SERVICES**

**ARTICLE 1:**  
The parties hereby enter into a two year Contract to become effective as of June 1, 2005, and to continue through May 31, 2007, subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, hereinafter referred to as "END USERS", for the ability, from time to time, during the term of this Contract, for **END USERS** to purchase wireless telecommunications equipment (the "Equipment") and associated services (the "Services") offered by the **CONTRACTOR**. The **CONTRACTOR** offers to sell wireless services and equipment listed in **CONTRACTOR**'s proposal response dated December 21, 2004 through this Contract to **END USERS**.

**THE COMPLETE AGREEMENT**

**ARTICLE 2:**  
The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. Proposal Specifications No: CW05-02, including any relevant suffixes
3. **CONTRACTOR**'s Response to Proposal No: CW05-02, including but not limited to, prices and options offered (Exhibit A)
4. End User Agreement Terms and Conditions (Exhibit B)
5. End User Agreement (Exhibit C)

All of which are either included in this Contract form, attached hereto or incorporated by reference and all hereby made a part of this Contract, and all taken together shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**LEGAL AUTHORITY**

**ARTICLE 3:**  
**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**APPLICABLE LAWS**

**ARTICLE 4:**  
The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**INDEPENDENT CONTRACTOR**

**ARTICLE 5:**  
The execution of this Contract and the rendering of Services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**END USER AGREEMENT & PURCHASE ORDERS**

**ARTICLE 6:**  
To the extent that any **END USER** desires to procure **CONTRACTOR**'S products and/or services pursuant to this Contract, they must enter into an End User Agreement in substantially the form as set forth in Exhibit C. Once such End User Agreement is in place for the respective **END USER**, such **END USER** will then be authorized to submit purchase orders for the procurement of **CONTRACTOR**'S products and/or services subject to the terms of the End User Agreement. **H-GAC** acknowledges that the End User Agreement Terms and Conditions as set forth in Exhibit B will be offered to each **END USER** by **CONTRACTOR** as the terms and conditions that govern the

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**CONTRACTOR's** sale of its Equipment and Services to the **END USERS**. However, this acknowledgement is not to be construed as **-GAC's** endorsement or approval of the End User Agreement Terms and Conditions.

**SUBCONTRACTS & ASSIGNMENTS**

**ARTICLE 7:** either party may assign, subcontract, transfer, convey, sublet or otherwise dispose of this Contract or any rights hereunder or any right, title, obligation or interest it may have therein to any third party, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, **CONTRACTOR** may assign this Contract to any parent, subsidiary or affiliate of **CONTRACTOR** and, in such event, **CONTRACTOR** will notify **H-GAC** in writing of any such assignment. Subject to the restrictions contained herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. **CONTRACTOR** acknowledges that **H-GAC** is not liable to any **CONTRACTOR'S** Subcontractor. **CONTRACTOR** shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Contract as if the performance rendered were rendered by **CONTRACTOR**.

**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**ARTICLE 8:** **CONTRACTOR** shall maintain during the course of its work, complete and accurate records of all **CONTRACTOR'S** costs and documentation of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than four (4) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of four (4) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**REPORTING REQUIREMENTS**

**ARTICLE 9:** **CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**CHANGES AND AMENDMENTS**

**ARTICLE 10:** Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation. If **CONTRACTOR** does not legally comply with such change(s), **H-GAC** may terminate the contract.

**SEVERABILITY**

**ARTICLE 11:** All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**FORCE MAJEURE**

**ARTICLE 12:** To the extent that either party to this Contract shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of, or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with **H-GAC**. Such determination is not to be unreasonably withheld.

**LIMITATION OF CONTRACTOR'S LIABILITY**

**ARTICLE 13:** Except as specified in any separate agreement between the **CONTRACTOR** and the **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** as described in Article 14, is limited to the aggregate amount of **H-GAC** Administrative Fee paid by **CONTRACTOR** in the previous twelve (12) months to the claim or circumstance. In no event will **CONTRACTOR** be liable for any indirect or punitive damages, including, without limitation, any claim for loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidentals, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

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**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the amount of the administrative fee paid to it hereunder. In no event will H-GAC be liable for any indirect or punitive damages, including, without limitation, any claim for loss of time, inconvenience, commercial loss, lost profits or savings or other incidentals, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, and employees, from any and all third party claims, costs, expenses (including reasonable attorney fees), actions, causes, or action, judgments, and liens incurred directly by H-GAC arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC as soon as reasonably possible of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR. In no event will CONTRACTOR pay or accept any liability for excess procurement costs (costs of cover).

Termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration or until the End User issue a notice of termination of their agreement. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreement with the END USERS pursuant to this Contract. In the event this Contract expires or is terminated for any reason, an End User shall retain its rights under the Purchase Order issued with respect to all products or services ordered and accepted prior to the effective termination date

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

(a) Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

(b) Notwithstanding anything to the contrary, termination for convenience of this Contract by either party shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity. CONTRACTOR shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Contract promptly after it becomes aware of such occurrence. Theft or willful damage to property on loan to CONTRACTOR from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC promptly after discovery of any such act. CONTRACTOR further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between any END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase taking into account the terms and conditions of the End User Agreement between CONTRACTOR and such END USER. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19: NOTICES**

All notices hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices

H:\CONTRACTS\Wireless Telecommunications Equipment and Services \Proposal No. CW05-02

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will be deemed to have been given when received.

**H-GAC:**

H-GAC Cooperative Purchasing Program  
3555 Timmons Lane, Suite 120  
P.O. Box 22777  
Houston, TX 77227-2777

**CONTRACTOR:**

Nextel Communications  
2001 Edmund Halley Drive  
Mail Stop A2-5  
Reston, VA 20191  
Attn: Rexford R. Gile, 3<sup>rd</sup>, CPCM

**PAYMENT OF H-GAC FEE**

**ARTICLE 20:**  
**CONTRACTOR** agrees to accept the terms of this Contract and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** administrative fee. The **H-GAC** administrative fee shall be 1%. Such administrative fee will be charged by **CONTRACTOR** to the **END USERS**. The administrative fee shall not be broken out as a separate line item when pricing or invoicing is provided to the **END USER**. The **H-GAC** administrative fee collected by **CONTRACTOR** from **END USERS** shall be due and payable to **H-GAC** by **CONTRACTOR**. **CONTRACTOR** agrees that it shall not enter into an End User Agreement (as set forth in Exhibit B) with any **END USER**, until such **END USER** has executed the authorizing Interlocal Contracts with **H-GAC** and **CONTRACTOR** shall advise any **END USERS** of such prerequisite. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** fee in a timely manner, provided that in all instances, prior notice of such failure is provided by **H-GAC** to **CONTRACTOR**, and **CONTRACTOR** is given a reasonable period and opportunity to cure. **H-GAC** also reserves the right to invoice **END USER** for **H-GAC's** administrative fee in the event that it is not paid such fee directly from **CONTRACTOR**. **CONTRACTOR** and **H-GAC** acknowledge and agree that **END USER** shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the **END USER** pursuant to this Agreement and in no event shall **H-GAC** be liable for any **END USER's** obligations hereunder.

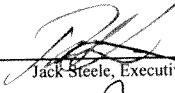
**CHANGE OF CONTRACTOR STATUS**

**ARTICLE 21:**  
**CONTRACTOR** shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of contract.

**CONTRACT FOR WIRELESS TELECOMMUNICATIONS  
EQUIPMENT AND SERVICES**


IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for: **Houston-Galveston  
Area Council, Houston, Texas**

  
\_\_\_\_\_  
Jack Steele, Executive Director

Date: June 20, 2005

Attest for: **Houston-Galveston  
Area Council, Houston, Texas**

  
\_\_\_\_\_  
Deidre Vick, Director of Public Services

Date: June 15, 2005

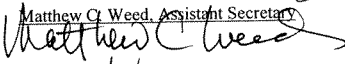
Signed for: **Nextel of Texas, Inc.  
d/b/a Nextel Communications**

Printed Name & Title: H. Leon Frazier, Vice President

Date: 06/14, 2005

Attest for: **Nextel of Texas, Inc.,  
d/b/a Nextel Communications**

Printed Name & Title: Matthew G. Weed, Assistant Secretary

  
\_\_\_\_\_  
Date: 06/14, 2005

## ATTACHMENT A

### CONTRACT NO. CW05-02

#### FOR WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES SCOPE OF SERVICES & SPECIAL PROVISIONS

1. **Purpose Of This Contract**

This Contract is for Wireless Voice and Data with Push-To-Talk Capabilities Service and Equipment. Contractor or its subcontractor shall provide the Services and Equipment and perform the other work specifically described in (all according to the express terms of) Contractor's Proposal response dated 12/21/04 to H-GAC Request for Proposal No. CW05-02 "Wireless Telecommunications Services and Equipment" attached hereto as Exhibit A.

2. **Services and Equipment Available**

Services and Equipment available under this Contract are listed in Exhibit A.

2.1 Contractor shall maintain a list including pricing, discounts, and descriptions for all services offered within the scope of this Contract. Contractor reserves the right to change, discontinue or introduce promotional rate plans on a quarterly basis. Contractor shall notify H-GAC of promotional rate plans on at least a quarterly basis. The End Users may utilize such new or revised promotional rate plans under the terms and conditions of this Contract. Additional charges may apply to Contractor rate plans, which are subject to change, and may vary by market. Such charges may include, but are not limited to, a Universal Service Fund assessment, a Telephone Relay Service charge, and in some states a mandatory state-required E911 fee.

2.2 Contractor shall maintain a product list including pricing, equipment descriptions, and product specifications for all Equipment offered under this Contract. The product list may be updated at any time during the term of this contract to incorporate product model changes or product upgrades, addition of new products, and removal of obsolete or discontinued products that are within the scope of the Contract.

2.3 The Contractor and H-GAC acknowledge that End Users may have existing service agreements with Contractor, exclusive of this Contract. The End User shall have the right to change their agreement to take advantage of this Contract without penalties, if the new products and services are to the benefit of the End User by entering into an End User Agreement with Contractor. The Contractor also may expend commercially reasonable efforts to transition all existing End Users to the prices and benefits of this Contract.

3. **H-GAC End Users Nationwide May Participate in this Contract**

3.1 Through Interlocal Contracts, H-GAC offers governmental agencies and qualifying non-profit corporations the opportunity to participate in the H-GAC Cooperative Purchasing Program ("Program"). Therefore, participating End Users shall execute the End User Agreement, attached to the Contract as Exhibit C, if applicable, for implementation of services described in proposer's response and awarded by H-GAC. In addition, through Interstate Interlocal Contracts the Program is now made available for possible participation by End Users beyond Texas. By entering into an End User Agreement, all such End Users agree to be bound by the terms and conditions of Nextel's service which can be found in Exhibit C to the Contract.

fee. All service fees and product discount prices will be based on price lists under Exhibit A.

5.3.1 Service Activation Fees have been waived by the Contractor and cannot be included in any quotation to End Users.

5.4 Purchase Orders, Blanket Purchase Orders, End User Agreements or other obligatory instruments will be addressed and sent directly to the Contractor.

5.5 Invoices shall be submitted by the Contractor directly to the End User and shall be issued in compliance to the End User's Local or State Government Codes.

5.5.1 Each invoice must match the Contractor's written quotation and/or the End User's Purchase Order and/or End User Agreement and include any subsequent End User approved changes that may apply. Invoices should include, not limited to, the End User's Purchase Order Number, Blanket Release Number and pertinent verification of product or service receipt information as required by the End User.

5.6 All payments for products and service fees, including H-GAC administrative fees, shall be made directly to the Contractor by the End Users. In no event shall H-GAC have any liability to Contractor for End User's obligations hereunder.

## **6. Detailed Quarterly Purchase Activity Report**

6.1 Contractor shall report on a quarterly basis all products and services purchased under this Contract.

6.2 Each report is due 30 business days after the close of the previous quarter's activities.

6.3 Each report shall include, the following:

6.3.1 End User: Name, Contact Name, Billing Address, and Purchase Order Number

6.3.2 Contractor Product: Description, Quantity, Discount Rate, Unit Price, Extended Price, and Order Date

6.3.3 Service: Description, Unit Price, and Extended Price

6.3.4 H-GAC Fee: Monthly and Quarterly Grand Total.

## **7. Web Site Information**

7.1 Contractor shall create and maintain the appropriate screens on the Contractor's web site to give the End User access to the following:

7.1.1 Equipment and Service Pricing, Exhibit A

7.1.2 End User Product and Service Purchase Terms and Conditions, Exhibit B

7.1.3 End User Service Agreement, Exhibit C

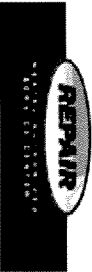
7.1.3 Link to H-GACBuy.com

**EXHIBIT A**

- **The procedure to be used by an End User requiring repairs.**

Nextel offers several repair options including the manufacturers warranty repair procedure.

Nextel Service and Repair Centers, conveniently located all over the U.S., sponsor the Nextel @ Your Service program, for equipment repairs. As a Nextel government client, you can choose from a variety of service programs, designed to fit your individual needs and get you back in business in a timely manner. To find a service center near you, please enter your zip code on the following Nextel web page:  
<http://www.nextel.com/support/servicecenter/index.shtml>



Free handset software upgrades are also available online, through the Nextel Download website. More information is available at: [www.nextel.com/downloads](http://www.nextel.com/downloads)

The table below describes a variety of service and repair options, and their related costs and turn-around times.

<b>Program</b>		<b>Nextel @ Your Service Programs for Motorola Phones</b>	<b>What's Covered</b>	<b>Pricing</b>	<b>Turnaround Time</b>
Walk-in Express			Repair or replacement of active phones that demonstrate hardware or software defects	\$15, \$35 or \$55 per phone, per incident depending on level of repair	About an hour
Nextel Service Plan			Covers nearly all repair costs including Walk-in-Express, Door-to-Door Express and Levels 1, 2 and 3 of Out of Program charges	Tier pricing as follows: 1-50 phones \$2.99 51-999 phones \$1.99 1000 or more \$0.99	Choose either Walk-in Express or Door-to-Door Express
Direct Protect			Insurance program for loss, theft or incident-driven damage	\$4.99 per phone (plus \$35.00 deductible, deductible is \$100 for handset models 195d & 1730, 1830,1860 and the BlackBerry 7510 and 6510)	Approx. 3 to 5 business days from date of provider's approval
Door-to-Door Express			Pick up and repair service (via mail)	\$55 per phone, per incident	2 to 3 business days
Out of Program Coverage			Damage not covered under the Nextel @ Your Service programs above	Model specific depending on repair need	About an hour
Manufacturer's Limited Warranty			Manufacturer's warranty program	Shipping charges to Motorola	7 to 10 business days
<b>Nextel @ Your Service Programs for BlackBerry Handhelds</b>					
Walk-in Express			Repair or replacement of active BlackBerry handhelds that demonstrate hardware or software defects	\$35 per handheld, per incident	24 to 48 hours

**EXHIBIT A**

Monthly Service Plan	Repair or replacement of active BlackBerry handhelds that demonstrate hardware or software defects	Tier pricing as follows: 1-50 phones \$2.99 51-999 phones \$1.99 1000 or more \$0.99	24 to 48 hours
Direct Protect	Coverage for active BlackBerry handhelds against loss, theft, incidental damage or accident	\$4.99 per handheld, per month (plus \$100 deductible)	2 to 3 business days from date of claim approval
<b>RIM Manufacturer's Program for BlackBerry Handhelds</b>			
Manufacturer's Limited Warranty	Manufacturer's warranty program	\$35 to cover shipping & handling charges to RIM	24 to 48 hours

- **Typical turn-around time on repairs.**  
The turn-around times are provided in the previous repair guide.
- **Service Department days and hours of operation.**  
Service and repair centers are available Mondays through Fridays from 8:00am to 5:00pm local time.
- **Number of qualified / factory trained service personnel normally on hand.**  
Service and repair centers are required to staff with trained and certified personnel. The number of personnel at each location will vary.
- **Description of the parts inventory on hand.**  
The Authorized Representatives (AR's) manage their own stock and inventories. Nextel will work with the local vendors to ensure that proper inventories are maintained to support the H-GAC contract. Additionally, Nextel will work with H-GAC to create relationships with H-GAC and any of the local AR's to support this contract including any that may be MBE/WBE authorized vendors.
- **Training services, facilities and personnel available.**  
The Nextel account team previously mentioned will provide all of the training and support. The GAM or GAE may request additional training resources from Nextel to assist in meeting additional training requirements or expedited requests. This service is included at no additional charge as a Nextel value add for H-GAC. Some specialized training may require a cost.  
  
Nextel's Strategic Care group will have a full understanding and knowledge of the health system's wireless care needs, and will work with the customer to deliver the specific training solutions the customer is looking for. The Strategic Care group will be responsible for developing, coordinating, monitoring and conducting the necessary training for the health system's employees.  
  
Strategic Care will conduct training classes at the customer's location or another customer provided location. There should be at least ten and no more than twenty-five individuals per class and each individual should have a working handset. Individuals will be trained to used the following Nextel services on their own handset while in class:

EXHIBIT A

Cellular  
Direct Connect  
Mobile Messaging (text and numeric and two-way messaging)  
Nextel Online data services  
Voice mail

Nextel can also provide Train the Trainer programs. This is a program set up to train one or more of the customer's personnel to be trained so that they may then train personnel on an as needed basis or for smaller groups.

Training classes usually last one hour and participants will have an opportunity to ask questions throughout the class. The Strategic Care group can provide up to five trainers per day and each trainer can complete five classes per day until the customer's users have all been trained. The instructors will also distribute training materials including instruction guides for setting up voice mail and a reference guide on basic handset functionality.

Nextel will also provide Billing and Acquisition training after the contract is signed and an individual is assigned from the customer to manage the Billing and Acquisition duties for the customer. This training includes:

SmartCD+  
WirelessMgr  
Custom Aisles  
EDI

Much of Nextel's training is provided at no charge. Scheduling and availability will be determined upon contract signing, the requirements of the contract and the scope or customer size.



Phone prices are valid through 12/31/04 unless otherwise noted, while phone supplies last, and are subject to change. Certain restrictions may apply. Offers are subject to availability in certain markets. Promotional handset pricing and discounts require new activation; may require one- or two-year Service Agreement and credit approval. Account set-up fee of \$35 per phone, up to \$70 per account (some markets a max of \$80/account per order) may apply. \$200 early termination fee may apply, after 15-day trial period (30 days in CA). Conditions apply. Two valid forms of identification are necessary to purchase service and phone.

\* BlackBerry Trade-Up Program: A \$100 credit will be applied to the account as a "Used Equipment Reimbursement" on the 1st or 2nd invoices after the trade-in unit has been received by Nextel. New activations, add-ons and upgrades eligible. Trade-in units must be functional and power on. Offer valid with Sony-Ericsson (P800, T226, T616, T824), Palm (Tungsten W, Handheld, 1705, V11X, V11, Treo [600, 300, 270, 180]), Samsung (SPH-1330, SPH-1300, SPH-1500, SPH-1600, SPH-700), T-Mobile PocketPC, Phone Edition, Siemens SX56, Sierra Wireless v.o.Q, Hitachi (G1000, P300), Kyocera (7135 SmartPhone, QCP 6035), Audiovox Thera Pocket PC 2002, Toshiba 2032, Nokia (6200, 7250, 3650, 9290, 9000), Good G100, Danger Sidekick/Hippo, Motorola (PageWriter [2000Xc, 250], Timeport™ [270c, 280], MPx-200), RIM (850, 857, 950, 957) handsets. Push Down Program: Customers receive a \$100 credit if they upgrade to a BlackBerry 7510 or 7520, establish a new activation for the original device on the same account and activate the new device with a minimum of a one-year service agreement.

- 1 Flat pricing is available on upgrades to select accounts only.
- 2 1205 — GSA accounts receive \$0.99 pricing at POS. Public Sector orders with 5+ units on the same order are eligible for \$0.99 POS pricing.
- 3 1710 — Equivalent VPL price at POS for 2+ orders — Purchase two 1710 at \$45 each. No MIR required for government-liable customers. MIR on 1710 required for EVPs. Offer available to gross adds and upgrades. Minimum two-unit purchase required.
- 4 Volume discounts and order-based discounts do NOT apply to upgrade/replacement purchases. Note: a minimum processing fee of \$35/unit up to a \$150 maximum is applied to all upgrade orders except for corporate- and government-liable customers who place upgrade orders through the Wireless Manager, Upgrade Support line (1-877-Nextel) or Enterprise Sales (1-866-805-9890). The fee is \$15/unit up to a \$150 maximum and applies for EVPs placing orders at the Upgrade Support or Enterprise Sales lines. This fee will appear on customer's first or second bill after the upgrade has occurred.
- 5 1850 (S50 MIR) — Upgrade after Motorola Mail-in-rebate pricing reflects rebate. Corporate- and Government-liable customers receive the 1800 at \$249.99 point of sale and are not eligible for the mail-in rebate.
- 6 Closeout pricing — 1733 available at \$124.99 with Service Agreement.

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NexTel Rugged Portfolio — Public Sector Contact Us: 888-381-3811 December 2004

	1316	4830	4887	1305
<b>New Handset Pricing</b>				
No. Commitment Price	\$549.99	\$329.99	\$289.99	\$289.99
National Promotion Price	\$549.99	\$329.99	\$109.99	\$139.99
Special Offer Promotional Price <sup>1</sup>	<b>\$259.99</b>	\$134.99	<b>\$69.99</b>	<b>\$69.99</b>
Price After Taxes		See Below <sup>2</sup>		
<b>Upgrade Pricing</b>				
Upgrade with No. Commitment	\$549.99	\$329.99	\$279.99	\$279.99
Upgrade with Service Agreement	\$549.99	\$179.99	\$179.99	\$99.99
Replacement or Upgrade after Motorola Mail-in Rebate		See Below <sup>2</sup>		
<b>Services</b>				
<b>Direct Connect: DigiB Color, Navio Color, Wireless</b>	✓	✓	✓	✓
<b>Phone Features</b>				
Speeddial	4k	✓	✓	✓
Speedredial	✓	✓	✓	✓
Visual Voice Speaker / Privacy Modes	✓	✓	✓	✓
One Touch Direct Connect / Group Connect	✓	✓	✓	✓
Downloadable Applications and Games (Java)	✓	✓	✓	✓
Video Playback (Can save photos)	✓	✓	✓	✓
Voice Activation Dialing	✓	✓	✓	✓
Contacts / Phonebook Entries	600	600	600	600
Downloadable Webpages	✓	✓	✓	✓
Downloadable Ring Tones	✓	✓	✓	✓
GPS Enabled	✓	✓	✓	✓
Accessory Connector Cradle	✓	✓	✓	✓
Alternate Line Service Support	✓	✓	✓	✓
Keypad Lock	✓	✓	✓	✓
Product Support	✓	✓	✓	✓
Customizable Main Menu Color	✓	✓	✓	Downloadable
Direct Talk	✓	✓	✓	✓
Mobile Emergency Group Contact	✓	✓	✓	✓
Emergency Call Service Support	✓	✓	✓	✓
Car Kit Holder Included	✓	✓	✓	✓
Survivance e Mode	✓	✓	✓	✓
Farm Resistant	✓	✓	✓	✓
Adhesive to Military Standards for Dust, Shock & Vibration	✓	✓	✓	✓
Rubber Grip	✓	✓	✓	✓
Rechargeable battery door	✓	✓	✓	✓
Additional Features/Items				
Color Options			Black, Yellow/Black	Black/Gray
<b>Phone Specs</b>				
<b>Dimensions</b>	5.1 x 2.4 x 1.4"	5.0 x 2.4 x 1.4"	3.7 x 2.1 x 1.2"	5.2 x 2.1 x 1.3"
Display Type	High Color 262k	High Color 262k	Screen	High Color 262k
Display Size	260 rpts	260 rpts	5.17"	5.17"
Call Time (Minutes)	15.7 hrs	15.7 hrs	N/A	27.0 hrs
Standby Time	145 hrs	145 hrs	75 hrs	195 hrs
Uses of text on screen	4	4	4	4.6 or 8

**EXHIBIT A**

Phone prices are valid through 12/31/04 unless otherwise noted, while phone supplies last, and are subject to change. Certain restrictions may apply. Offers are subject to availability in certain markets. Promotional handset pricing and discounts require new activation, may require one- or two-year Service Agreement and credit approval. Account set-up fee of \$35 per phone, up to \$70 per account (some markets a max. of \$80/account per order) may apply. \$200 early termination fee may apply, after 15-day trial period (30 days in CA), conditions apply. Two valid forms of identification are necessary to purchase service and phone.

- 1 Flat pricing is available on upgrades to select accounts only.
- 2 Volume discounts and order-based discounts do NOT apply to upgrade/replacement purchases. Note: a minimum processing fee of \$35/unit up to a \$150 maximum is applied to all upgrade orders except for corporate- and government-liable customers who place upgrade orders through the Wireless Manager, Upgrade Support line (1-877-Nexitel) or Enterprise Sales (1-866-805-9890). The fee is \$15/unit up to a \$150 maximum and applies for EVPs placing orders at the Upgrade Support or Enterprise Sales lines. This fee will appear on customer's first or second bill after the upgrade has occurred.
- 3 1/315 — Purchase any 2 1/315 at \$87.50/each. No mail-in rebate required for government-liable customers. MIR required for EVPs. Offer available to gross adds and upgrades.

Minimum two-unit purchase required.  
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**EXHIBIT A**

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1 Flat pricing is available on upgrades to select accounts only.

2 Volume discounts and order-based discounts do NOT apply to upgrade/replacement purchases. Note: a minimum processing fee of \$35/unit up to a \$150 maximum is applied to all upgrade orders except for corporate- and government-liable customers who place upgrade orders through the Wireless Manager, Upgrade Support line (1-877-NexTel) or Enterprise Sales (1-866-805-9890). The fee is \$15/unit up to a \$150 maximum and applies for EVPs placing orders at the Upgrade Support or Enterprise Sales lines. This fee will appear on customer's first or second bill after the upgrade has occurred.

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1% admin fee and 17% discount.

**Nextel Rate Plan Guide — Public Sector**

December 2004

Government Discount		17%													
RATE PLANS		Monthly Access	Discounted Monthly Access	Carrier Minutes	Service (40¢ per minute)	Callers Overage	Direct Connect Minutes <sup>1</sup>	Direct Connect Overage	Group Connect Minutes	Share	Nights & Weekends <sup>2</sup>	Domestic Long Distance <sup>3</sup>	Voice Mail	Call ID <sup>4</sup>	HOT <sup>5</sup>
<b>National Free Incoming Plans<sup>6</sup></b>															
National Free Incoming 300	\$152.93	\$124.28	300	300	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	Included	Included	Express Messaging <sup>7</sup>
National Free Incoming 500	\$159.99	\$131.18	500	500	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	Included	Included	Express Messaging <sup>7</sup>
National Free Incoming 800	\$175.99	\$142.38	800	800	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	Included	Included	Express Messaging <sup>7</sup>
National Free Incoming 1200	\$192.99	\$155.29	1,200	1,200	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	Included	Included	Express Messaging <sup>7</sup>
<b>National Power Plans</b>															
National Power 500	\$145.99	\$38.17	500	800	One-Year	45¢ per minute	Unlimited	N/A	15¢ per min	No	N/A	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Power 1200	\$169.99	\$60.96	1,200	1,200	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Power 1400	\$195.99	\$74.37	1,400	1,400	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Power 2000	\$199.99	\$82.98	2,000	2,000	One-Year	30¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Power 3000	\$1443.99	\$724.49	3,000	3,000	One-Year	30¢ per minute	Unlimited	N/A	15¢ per min	No	N/A	Included	Included	Included	Full Src
<b>National Unlimited NDC Plus Plan</b>															
National Unlimited NDC Plus	\$1191.99	\$105.00	Unlimited	Unlimited	One-Year	N/A	Unlimited	N/A	15¢ per min	No	N/A	Included	Included	Included	Full Src
<i>Practices Plus Services Package. Features as described above.</i>															
<b>National Team Share Plans</b>															
National Team Share 40¢ on	\$19.99	\$16.59	0	100	One-Year	40¢ per minute	100	15¢ per minute	15¢ per minute	Both	Unlimited	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Team Share 400	\$39.99	\$33.19	400	400	One-Year	40¢ per minute	250	15¢ per minute	15¢ per minute	Both	Unlimited	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Team Share 800	\$49.99	\$41.40	800	800	One-Year	40¢ per minute	250	15¢ per minute	15¢ per minute	Both	Unlimited	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Team Share 1200	\$59.99	\$50.00	1,200	1,200	One-Year	40¢ per minute	250	15¢ per minute	15¢ per minute	Both	Unlimited	Included	Included	Included	Buy-Up Options available <sup>8</sup>
<i>Additional features included for all plans. Team Share plans are subject to carrier approval. Customers may activate up to four active plans for every carrier plan.</i>															
<b>National Shared Minute Plans</b>															
National Shared Minute 100	\$39.99	\$33.19	100	100	One-Year	35¢ per minute	Unlimited	N/A	15¢ per minute	Cellular	\$19 per month	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Shared Minute 500	\$59.99	\$46.47	500	500	One-Year	35¢ per minute	Unlimited	N/A	15¢ per minute	Cellular	\$19 per month	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Shared Minute 750	\$69.99	\$56.09	750	750	One-Year	35¢ per minute	Unlimited	N/A	15¢ per minute	Cellular	\$19 per month	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Shared Minute 1000	\$89.99	\$74.59	1,000	1,000	One-Year	35¢ per minute	Unlimited	N/A	15¢ per minute	Cellular	\$19 per month	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Shared Minute 1300	\$119.99	\$92.59	1,300	1,300	One-Year	35¢ per minute	Unlimited	N/A	15¢ per minute	Cellular	\$19 per month	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Shared Minute 2000	\$199.99	\$162.78	2,000	2,000	One-Year	35¢ per minute	Unlimited	N/A	15¢ per minute	Cellular	\$19 per month	Included	Included	Included	Buy-Up Options available <sup>8</sup>
National Shared Minute 4000	\$399.99	\$318.99	4,000	4,000	One-Year	35¢ per minute	Unlimited	N/A	15¢ per minute	Cellular	\$19 per month	Included	Included	Included	Buy-Up Options available <sup>8</sup>
<i>Carrier service available for this service.</i>															
<b>Local Instant Connect Plans</b>															
Local Instant Connect UDC	\$39.99	\$29.87	0	0	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	20¢ per minute	\$1 per month	\$1 per month	Buy-Up Options available <sup>8</sup>
Local Instant Connect 500	\$39.99	\$33.18	500	500	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	20¢ per minute	\$1 per month	\$1 per month	Buy-Up Options available <sup>8</sup>
Local Instant Connect 700	\$49.99	\$41.49	700	700	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	20¢ per minute	\$1 per month	\$1 per month	Buy-Up Options available <sup>8</sup>
Local Instant Connect 1200	\$85.99	\$64.77	1,200	1,200	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	No	Unlimited	20¢ per minute	\$1 per month	\$1 per month	Buy-Up Options available <sup>8</sup>
<b>BlackBerry Plans</b>															
BlackBerry National Free Incoming	\$39.99	\$32.99	300	300	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	Both	Unlimited	Included	Included	Included	Unlimited Email & Web Access
BlackBerry National Team Share 400	\$39.99	\$32.99	400	400	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	Both	Unlimited	Included	Included	Included	Unlimited Email & Web Access
BlackBerry National Team Share 800	\$109.99	\$94.29	800	800	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	Both	Unlimited	Included	Included	Included	Unlimited Email & Web Access
BlackBerry National Team Share 1200	\$129.99	\$107.89	1,200	1,200	One-Year	40¢ per minute	Unlimited	N/A	15¢ per minute	Both	Unlimited	Included	Included	Included	Unlimited Email & Web Access











**EXHIBIT A**

**DIRECT PRICING FOR NEXTEL ACCESSORIES**

**EFFECTIVE: December 1-31, 2004**

New items highlighted in gray and in bold

Any new price changes highlighted in yellow

Striked out items are discontinuing

Description	Product Compatibility																				RRP	NPP	Discount 20%		
	BlackBerry 7510	BlackBerry 6610	RIM	7-300-334736	7-10	530	315	315	315	315	315	315	315	315	315	315	315	315	315	315					
BlackBerry 7510																									
BlackBerry 6610																									
RIM																									
7-300-334736																									
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**EXHIBIT A**

Nextel provided our services pricing structures in the Second Section. Here is an overview of all of Nextel's fees, which may or may not apply.

Fee Name	Amount
<b>One-Time Fees</b>	
Account Set-Up/Activation fee	Waived
Termination Fee (for Terminations prior to 12 months active service)	\$200 / Unit
<b>Optional Stand-Alone Monthly Subscription-Based Fees (Per Unit)</b>	
Seasonal Suspension Plan Monthly Pricing	\$5.95
Cellular / Direct Connect Rate Plan	Varies By Plan
<b>Optional Monthly Buy-Up Options (not Stand-alone) (Per Unit)</b>	
Voicemail	\$1.00
Caller ID	\$1.00
Unlimited Night and Weekend Minutes	\$10.00
500 Night and Weekend Minutes	\$5.00
250 Group Connect Minutes	\$10.00
Unlimited Group Connect Minutes	\$25.00
Two Way Messaging Premier	\$7.50
Alternate Line Service	Varies By Plan
Unlimited Nationwide Direct Connect	\$10.00
Unlimited Nationwide Direct Connect & Two-Way Messaging	\$15.00
<b>Currently No Charge</b>	
International Dialing Set Up	N/C
Worldwide Service Set Up	N/C
<b>Monthly Taxes (Per Unit)</b>	
Universal Service Fund Surcharge	1.097%
TRS charge	Approximately 0.073%
State E911 fee (if required)	Statutory
Federal Excise Tax	3%
Federal Regulatory Fee	\$0.03
<b>Per-Use Fees</b>	
Directory Information (411) fee	\$1.40 / call, plus airtime
Call Forwarding	No Charge to voice mail \$0.20 / Minute to other numbers
911 Calling	No Charge
Non-Emergency Calling (#77, 311, etc.)	No Charge
<b>Standard Overage / Additional Per Call Charges* (Per Minute)</b>	
Cellular	\$0.40
Long Distance	\$0.20
Direct Connect	\$0.15 / Participant
Group Connect	\$0.15 / Participant
Nationwide Direct Connect (Direct Connect Long Distance)	\$0.10 / Participant
International Direct Connect	\$0.20 / Participant
<b>Additional Monthly Fees (Per Unit)</b>	
Federal Programs Cost Recovery charge for one or more of the following: E911 Number Pooling Wireless Number Portability	\$1.55 or \$2.83 (or \$2.83 in some markets)
Additional charges may apply and may vary by market, including state and federal taxes	
*-These are standard charges only, and may vary by rate plans	

**7.6.1 Service pricing should be based on minimum discounted price for each service plan for each category specification.**

**7.6.1.1 Appropriate Pricing and Term information should include the following:**

- Service Description**
- Monthly Access Rate**
- Discounted Monthly Access Rate**
- Cellular Minutes**
- Service Agreement**
- Cellular Overage**

All of the service pricing has been included in the Second Section including the required information.

**7.6.2 Equipment Pricing should be based on minimum discounted price for all category specification.**

**7.6.2.1 Appropriate Pricing should include the following:**

**Equipment Model Number**

**Equipment description**

**Discounted Base Unit Price**

**7.6.2.2 Respondents are to include brochures or line sheets from each equipment item proposed.**

All of the equipment pricing has been included in the Second Section including the required information.

**7.6.3 List any additional factors that may affect pricing applied to a category.**

Without specific requirements or user information there are many additional factors that may affect pricing. Please consult with your account team to discuss and be provided specifics for the types of products and services prior to purchasing them.

As if static-free clarity wasn't enough, several voice features come standard with all rate plans, and you can customize your service with optional and convenient pay-per-use features.

**Included:** Automatically provided with your Nextel service.

**Optional:** Available with some rate plans or as add-on services.

**Pay-per-use:** Available with your Nextel service, without the monthly commitment.

The following services are included for all Nextel digital cellular subscribers:

<b>Included Services</b>	
<b>Call-Waiting</b>	Receive a second call during an active conversation and then choose to either take the call or immediately send it to voice mail
<b>3-Way Calling</b>	Connect with two other parties simultaneously for more efficient communications
<b>Call Hold</b>	Place a call on hold temporarily while you place a second call or answer another call
<b>Emergency Calls</b>	Contact 911 from anywhere within Nextel's nationwide network
<b>Non-emergency Calls</b>	Report traffic accidents, motorist problems, careless drivers or other non-emergency incidents using special dialing
<b>Call Restrictions</b>	Control costs by restricting specified handsets from making and/or receiving cellular calls, while still allowing Direct Connect calls to be placed.

The following services, depending on the rate plan selected, are included or can be purchased separately:

<b>Optional Services</b>	
<b>Voice Mail</b>	Receive messages when you are on another call, away from your handset, or outside Nextel's nationwide network
<b>Alternate Line Selection</b>	Combine two different phone numbers into one handset. Subscribed services (such as voice mail, etc) for the primary line will be available on both lines, but charges for those services will apply to the primary line only.
<b>Call Forwarding</b>	Automatically send your incoming cellular calls to an alternate phone number while you are away from your phone
<b>Caller ID</b>	Caller ID information is based on local telephone subscriber registries, and enables you to screen your calls by identifying the caller and then accepting the call or

**EXHIBIT A**

	sending it immediately to voice mail.
<b>Nationwide Long Distance</b>	Nextel offers a variety of local and national rate plans that include long distance calling for no additional charge. Minutes utilized for long distance calls are deducted from your monthly rate plan allotment of cellular minutes.
<b>Roadside Assistance</b>	Nextel offers two Roadside Assistance programs to ensure that unexpected roadside needs are covered for your employees or families.

The following services are available on a pay per use basis:

<b>Pay Per Use Services</b>	
<b>Nextel 411</b>	Nextel 411 operators provide White and Yellow Page listings, nationwide call connection, entertainment schedules and listings, and driving directions.
<b>711 (TRS)</b>	Nextel offers Telecommunications Relay Services (TRS) to enable you to communicate easily with those who have hearing and/or speech impairments. There is no additional charge for this service but minutes deduct from your rate plan's monthly allotment of cellular minutes.

**7.6.4 The minimum End User requirements that the proposed pricing is based on including any pricing incentives (discounts) or fees (charges) assessed to orders for either large or small service usage and/or equipment quantity breaks to End Users.**

Nextel is providing our best available public sector pricing. Please contact you account team to be provided with any regional promotions that are not provided as part of a national contract. The Local markets will have the ability to offer these promotions to H-GAC and your end users.

**7.6.5 Describe determination of freight charges, whether FOB End User destination or not.**

All of Nextel's freight charges are F.O.B. Destination, however we are waiving shipping fees for H-GAC and its end users.

**7.6.6 Describe proposed price change process, including frequency of change per product category as well as length of any price guarantees offered. State proposed price change notification process.**

Nextel provides a guarantee on the discounts provided to H-GAC through any subsequent contract. Nextel does not guarantee the pricing on our products and services as we are in a competitive market. To stay competitive and continuously provide new and less expensive service to our customer base we release new pricing guides every month of the year. Many prices and plans may stay the same for months or even years. But, as new technology is released and additional services become available, we can pass along the discounts to our customers as we release these through our monthly guides. These guides are provided in the Second Section.

**7.6.7 Substitutions of comparable equipment**

Nextel continuously introduces new handsets to the industry based on many factors, which include industry trends, technology and the economy. Nextel will provide equivalent products as those that are removed from the market.

**7.6.8 All Equipment shall be new with original manufacturer's warranty.**

Nextel will provide only new equipment with the manufactures limited one-year warranty included. Specific Warranty information is provided in the Attachment s Section.

**7.6.9 Transitioning qualified End Users with pre-existing service agreements to contracts as a result of this solicitation.**

Nextel has defined processes and implementation strategies for large entities, special products or services and migration of users from one service provider to the Nextel system. Nextel fully supports Wireless Number Portability nationwide everywhere we provide service.

Nextel does not charge for transitioning customers or for the implementation process. These services are provided as a value add to your account and an industry differentiator of our abilities.

**8. H-GAC END USER ORDER AND H-GAC ADMINISTRATIVE FEE REMITTANCE PROCESSES**

**H-GAC End Users will process orders directly with Contractors resulting from this proposal.**

**8.1 Contractor shall submit a written quotation to H-GAC End Users upon request, including but not limited to H-GAC administrative fees of 1.5 %. The service fees and equipment prices will be based on pricing offered in the awarded proposal response resulting of this request for proposal.**

Nextel has been providing services to government agencies and states for a number of years under similar contracts and have established a highly efficient process to aid contracting agencies in administration of these agreements. The cost of remitting an administrative fee on a per unit/order basis will be inefficient and cost-prohibitive for both Nextel and H-GAC. It has been our experience that the best way to manage reporting and administration under these contracts is through a quarterly reporting and remittance methodology which holds costs very low for all parties, allowing a greater discount to be passed along to the end user. Nextel is pleased to offer H-GAC two options for consideration, with quarterly reporting and remittance of the administrative fee:

<p><b>Option Summary: Nextel's preferred option</b> <b>Administrative Fee = 1%</b> <b>Service Discount = 17%</b> <b>Equipment = 39%</b> <b>Accessory = 20%</b></p>
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Equipment and Accessory discounts will remain the same under either option at 39% off equipment and 20% off accessories.

Nextel would like to have the opportunity to discuss these options further with H-GAC. Since wireless services and administrative fees are typically based on the monthly recurring charges billed to the customer, the opportunity for revenue is strong for H-GAC. We believe H-GAC will be pleased with the outcome of an agreement structured as outlined in Option 2, as will H-GAC's customers.

**8.1.1 Any change in service fee(s) and/or equipment prices will be requested by the Contractor for approval, as indicated in the contract resulting from this request for proposal.**

Nextel understands and will provide updated guides, product information and pricing upon request. Nextel will also be able to provide Quarterly Rate Plan Analysis to support the maximizing of the cost benefit of our line of services.

**8.2 Purchase orders from End Users will be processed and sent directly to the successful contractor inclusive of service cost, equipment cost and H-GAC administrative fee.**

Nextel has read, understands and agrees but proposes our alternative administrative fee process provided in 8.1.

**8.3 Contractor shall begin services and/or deliver equipment as indicated on End User purchase order.**

Nextel has read, understands and complies.

**8.4 Contractor shall invoice the End User as agreed upon and indicated on the End User purchase order.**

Nextel has read, understands and complies.

**8.5 Contractor will report on a monthly basis all purchase order activity for the period prior to the report, including but not limited to H-GAC End User name with contact, description of service and equipment provided and the amount of H-GAC administrative fee.**

Nextel has read understands and agrees but proposes our alternative administrative fee process provided in 8.1 which provides for quarterly reports in place of monthly.

**8.6 Contractor shall remit all H-GAC administrative fees on a monthly basis.  
8.6.1 Remittance shall be accompanied with an activity report detailing the total administrative fee being remitted.**

Nextel has read, understands and complies but alternately proposes a quarterly administrative fee remittance with the quarterly reporting.

**9. PROPOSAL EVALUATION FACTORS:**

Proposals will be evaluated using the factors below. These factors are not meant to be exhaustive, and H-GAC reserves the right to use any obtainable resources in making its evaluation. The overall score will determine the ranking of Proposers entering any resultant negotiation process.

**Factor One: Proposer Qualifications: 30%**

1. Ability to meet Scope of Work
2. References
3. Financial requirements
4. Executive Summary
5. Company History, Capabilities and Requirements

**Factor Two: Services: 40%**

1. Service Home Area Coverage
2. Service Discounted Rates
3. Ability to comply with minimum Specifications
4. Respondent's Standard End User Agreement Terms and Conditions

**Factor Four: Equipment List and Pricing Structure: 30%**

1. Equipment List Completeness and Availability
2. Equipment Discounted Prices

Nextel has read understands and complies. We have provided the minimum requirements specified, additional information and alternative solutions for your review.

**10. CONTRACT PERIOD:**

**The initial term will be for 24 months. By mutual agreement of H-GAC and the Contractor, this contract may be extended.**

Nextel has read understands and complies. Nextel requests 30 days written notice to extend or terminate this contract.

**11. PURCHASE OBLIGATION:**

**H-GAC Cooperative Purchasing Program is a voluntary program; therefore, End Users are not obligated to purchase any of the services on a contract resulting from this RFP.**

**11.1 Unless it issues a specific Purchase Order under the contract that results from this solicitation, H-GAC is not an End User. Each End User is responsible for its performance under the Purchase Order and End User Service Agreement it issues to the Contractor**

Nextel has read understands and complies.

**12. END USER SERVICE AGREEMENTS:**

**Service Agreements between H-GAC end users and Contractor must be in accordance with H-GAC procedures. H-GAC shall receive and retain a valid copy of the relevant purchase order and agreement between the end user and the Contractor. H-GAC reserves the right to review actual agreements. Agreements between End Users and the Contractor may not be modified, waived, discharged, terminated, amended, altered, or changed in any way except by a written mutual agreement of all parties. Mutually agreed upon changes may be made to the agreement to address the specific circumstances relating to the requirements of the End User. Proposer shall include a copy of proposed service agreement with response to this RFP.**

*In similar cooperative purchasing arrangements that Nextel currently has, the end user is expected to agree to be bound by the terms of the master agreement with H-GAC with on modification permitted and negotiated based on end user specifications, etc. to the extent such modifications are jurisdictional specific requirements applicable to the relevant end user (i.e., legal requirements). Each end user will be expected to execute at a minimum an acknowledgement confirming that they agree to be bound by the master agreement terms except as modified in the acknowledgement. Nextel will further develop this concept with H-GAC upon award.*

**12.1 All equipment warranties and/or End User Service Agreements that were entered into between the contractor and H-GAC End Users under the terms and conditions of the contract resulting from these solicitations shall survive contract expiration or termination of the underlying contract but only until the expiration date of the End User Purchase Order**

Additional Terms and Conditions.

*Due to the fact that the Solicitation did not include many term and conditions deemed material to Nextel in providing the equipment and services, Nextel is providing the Customer with its standard government contract. In the event that the contract is awarded to Nextel, Nextel expects the parties to enter into a definitive contract for the services contemplated by the Solicitation that will combine elements of the*

**EXHIBIT A**

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*Solicitation, Nextel's Solicitation responses, Nextel's standard terms of service, and any necessary additional terms.*

**Section B Service Plans Minimum Specifications**

**Category A Wireless Digital Cellular Voice and Data Telecommunications**

Network Services with Interoperability Capabilities and Equipment

**MINIMUM SPECIFICATIONS**

**1. Wireless Digital Cellular Voice Telecommunications**

**1.1. Provide digital wireless telecommunications national network services and digital 2 way radio services.**

Nextel provides 100% all digital wireless communications in the form of digital cellular, Direct Connect two way walkie-talkie services, Nextel Online for data and Mobile Messaging all from a single handset.

**1.2. Provide interoperability with the Public Switched Telephone Network.**

Nextel's handsets and network are interoperable with the PSTN as well as private radio systems in use by utilities, police, fire and emergency agencies nationwide.

**1.3. Services shall provide the following interoperability functionalities:**

**1.3.1 Provide an emergency response service consisting of personnel and equipment capable of deploying to event locals to support handsets with cellular coverage and programming for voice packet, data, and two-way digital radio features currently active handsets and up to 10,000 emergency use short term lease units with a deployment within 4 hours of verbal notification by an authorized agency.**

Nextel will provide these services through our Emergency Response Team. Nextel usually requires 24 hour notification to provide a response of such large magnitudes to require 10,000 handsets. Nextel will work with H-GAC and participating agencies to ensure that we will be able to provide support of this magnitude in short notification time frames.

Here is an overview of our ERT capabilities.

Nextel has long been committed to assisting emergency responders with communications technology and support personnel. Beginning with the Oklahoma City bombing in 1995, Nextel has responded to the needs of emergency responders with effective, secure and interoperable wireless communications, as well as technological support.

Nextel has improved our response capability by centralizing the company's resources under a single directive – the Emergency Response Team (ERT). This has enabled Nextel to expedite processing of assistance requests, and also prepare and deploy its capabilities more efficiently. Using breakthrough technology such as Satellite-based Cells on Light Trucks (SatCOLT's), combined with proven capabilities like Nextel Direct Connect™, the digital two-way walkie-talkie feature, Nextel's Java-based data tools, and a nationwide digital network, ERT is

able to immediately mobilize proven wireless communications to multiple emergency sites, regardless of whether there is a Nextel network in the area.

Nextel's ERT is an experienced, cross-functional group within Nextel's Government Accounts department that provides wireless telecommunications infrastructure and support to public safety and disaster support organizations during emergencies and field training exercises. The ERT also provides agency-specific event support, and can create wireless service coverage on a temporary basis via our deployable "Cellsites On Wheels" (COW's).



The ERT fully supports high-volume, short-notice equipment needs of emergency and disaster personnel with its substantial inventory of portable cellular sites, microwave facilities and ruggedized handsets. Our implementation managers and engineers are accustomed to deploying Nextel infrastructure both within and outside traditional cellular network coverage areas. Customer operations personnel are trained in rapid account creation, maintenance and pre-and post-deployment service billing, which are necessary in emergency situations.

In addition, the Nextel ERT has developed a training program for Public Sector customers, which will allow designated agencies to service and repair their Nextel phones on site. This program is open to Public Sector Clients, including Government, Education, Medical and Utilities, and all CNS clients. By utilizing this program, agencies will be able to reduce the cost of keeping emergency communications up and operational, especially during critical times. They will also experience the benefit of reduced turnaround time and expense on service and repair activities and the flexibility of having a trained iDEN technician on hand 24x7.

ERT products and services are priced according to equipment unit type, unit quantity, type of required service, deployment length, and support personnel requirements.

ERT offers three primary services: Emergency Equipment Lease, Field Training Support and Disaster Support.

**Emergency Equipment Lease**

The Emergency Equipment Lease service provides a short-term lease option (usually on a weekly basis) for handsets during an emergency situation. This lease is designed to compliment a customer's existing subscriber base on short notice and allows your subscribers to choose the type of handset and services required.

Nextel recommends that H-GAC utilize Nextel's contract offer discounts to procure our ERT equipment and services. You would be subject to those terms and conditions, including applicable equipment, service, and accessory discounts. These discounts include a 39% discount on the National Promotional Price (NPP) of our handsets and specialized equipment, an 16% (with an Administrative Fee of 1.5%) or 17% (with an Administrative Fee of 1%) discount on our monthly voice and data access plans, and 20% off the lowest of either the Regular Retail Price or NPP of our accessories. These discounts are included in the handset calculations below. Additional days can be provided at the daily pricing levels listed below.

<b>Handset Item</b>	<b>Daily Rental Cost</b>	<b>Discounted Cost of 16% or 17%</b>
160c and 190c Handset Rentals	\$2.50	<b>\$2.10 or \$2.07</b>
Unlimited Private and Group Direct Connect Service	\$5.00	<b>\$4.20 or \$4.15</b>
Unlimited Local and Long Distance Cellular	\$10.00	<b>\$8.40 or \$8.30</b>

**Example Daily Pricing For Multiple Handsets With Above Services**

<b>Number of Handset Bundles</b>	<b>Daily Rental Cost</b>
100 Handset	\$1,435.00
200 Handsets	\$2,870.00
300 Handsets	\$4,305.00
400 Handsets	\$5,740.00

**Example 7-Day Weekly Pricing For Multiple Handsets With Above Services**

<b>Number of Handset Bundles</b>	<b>Weekly Rental Cost</b>
100 Handset	\$10,045.00
200 Handsets	\$20,090.00
300 Handsets	\$30,135.00
400 Handsets	\$40,180.00

**Disaster Support**

The Disaster Support service provides emergency response and disaster recovery personnel wireless telecommunications coverage in remote locations via the deployment of portable cell sites to the scene. These cell sites may be either COW's or satellite-based SatCOLT's. COW's link to adjacent Nextel cell sites via microwave or T-1 facilities. SatCOLT's use a Geostationary Earth Orbit (GEO) satellite operating in the Ku Band to transfer voice and data to Nextel's national network. This is the same type of satellite and frequency used by commercial services such as DirecTV and the Dish Network. Recent emergency situations supported include:

- Oregon Fires (August 2002). Deployed 160 units, personnel, and 2 remote COWs in support of 15 federal, state and local agencies managing the largest fire in Oregon history.
- Tropical storm Isadore and hurricane Lili (September & October 2002). 400 units deployed to government agencies and the American Red Cross in support of the back-to-back natural disaster declarations.
- Sniper Task Force (October 2002). 600 units, personnel, 5 base stations, and one COW deployed to support 10 federal, state and local public safety agencies (including FBI, ATF, Montgomery County and Fairfax County Police Departments, Maryland State Police) as the primary means of interoperable communications to resolve the incident.
- Mississippi/Tennessee Tornado Recovery (November 2002). Deployed handsets, personnel and one COW to two cities in support of American Red Cross deployment in Presidential Declared Disaster areas.
- Miami-Dade County Elections (November 2002). 800 units, personnel, 14 base stations, and multiple bi-directional amplifiers ("BDA's") deployed to support Miami-Dade County's management of the 553 polling stations for mid-term elections.

- Governors Conference (December 2002). Handsets had been supplied for logistical support of the conference, but a winter storm created greater need for the Virginia Department of Transportation, which utilized the units to support storm response resources.
- Newcastle Virulent Chicken Disease Outbreak (December 2002-February 2003). Handsets supplied to the California Office of Emergency Services and the California Food & Agriculture Department in the Los Angeles area to coordinate agricultural disaster response.
- Space Shuttle Columbia Recovery (February 2003). 800 units, personnel, 2 BDA's and 3 COW's deployed in eastern Texas to support the FEMA declared emergency for shuttle recovery efforts of federal, state and local agencies (NASA OIG, National Disaster Medical System, FEMA, Texas Department of Public Safety, US Forestry Service, City of Lufkin Fire, and various police and sheriff departments).

**1.3.1.1 Services shall provide during emergencies training exercises and end user specified event wireless telecommunications infrastructure and support to public safety and disaster support organizations via deployable satellite connections. These services must also be available outside traditional cellular network coverage areas.**

**ERT Field Training Support**

The Field Training Support service is similar to the Emergency Lease option above, but is designed for short training or field exercises, and thus leases handsets for daily, rather than weekly usage. The customer can choose the type of handset and services required for the training exercise. Examples of recent field training exercises include:

- Tucson Biohazardous Response (November 2002). Deployed 160 units, personnel, and 2 COWS in support of 15 federal, state and local agencies managing the largest fire in Oregon history.
- FBI Austin (January 2003). Supported a multi-agency exercise. Helena Chavez from the US Department of Transportation-Office of Inspector General commented, "We had a multi-agency operation involving the arrest of over 50 subjects in multiple locations. The Nextel handsets allowed coordination of communications between the various agencies and arrest teams. It was an excellent resource."
- State of Texas Homeland Security Exercise (February-March 2003). Supported a multi-agency exercise (Departments of Transportation, Safety, Texas Commission on Environmental Quality, Health & Human Services, Governor's Security Detail, and Austin 911 Center).
- UVA Medical Center/Charlottesville FD (March 2003). High level command and control test with mandated federal regional involvement (City of Charlottesville Emergency Management, Albermarle County Emergency Management, University of Virginia Emergency Management and multiple regional hospitals).
- ATF Tampa (March 2003).
- US Coast Guard (March 2003). Deployed handsets in Southern Florida to support a dual-purpose exercise, testing physical security capabilities of Coast Guard base and trial alternative communications resources.

**1.3.2 Through an end user existing Dispatch Console System, multiple telecommunications connections allowing the end user to manage a complex**

combination of services such as radio communication system (ASTRO, SmartNet, SmartZone, Select V, Dimetra), as well as, public telephone, paging, security monitors and other proprietary control networks.

Yes, Nextel's Custom Network Solutions (CNS) group can supply PC-based wireless dispatch consoles capable of interconnecting our customer's existing Land Mobile Radios (LMRs) and other private radio networks with Nextel's iDEN network. Public Safety and other government organizations used dispatch consoles to manage communications among large numbers of users.



Connectivity to the Nextel iDEN network is provided through a customer's existing Dispatch Console System, creating a central point of communications control. Under the control of a console operator, Nextel subscribers can be dispatched using clickable icons, as shown in the figure to the left.

While offering the capability to integrate LMR and iDEN, the consoles can also integrate public telephone, paging, security monitors and production databases. This consolidation of multiple telecommunications connections allows you to manage a complex combination of services as a single, integrated solution. The console is compatible with several radio communication systems including ASTRO, SmartNet, SmartZone, Select V, Dimetra, and other proprietary control networks.

Key capabilities of existing and future consoles include a graphical user interface (GUI) to assist dispatching, local area network (LAN) connectivity, voice recording, console electronics incorporating advanced speaker and reception capabilities, and a database manager capable of storing thousands of alias names for radio IDs and telephone numbers.

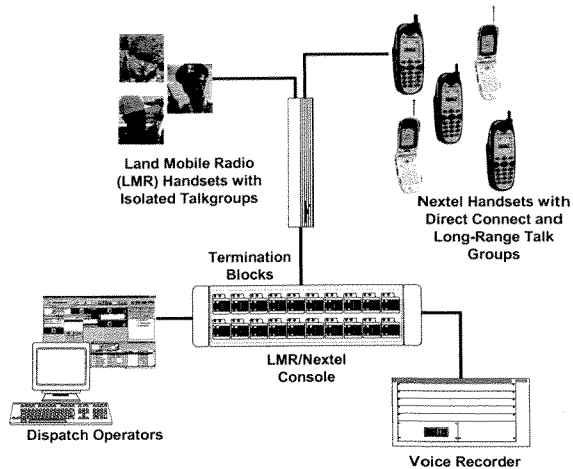
Some of the other typical features of a Nextel Wireless Console solution include:

- Instant Dispatch - Group and Private / Individual Call
- Simultaneously Transmit to Multiple Talkgroups
- Individual, Interconnect and Talkgroup Patching
- Activity Logging
- Telephone Interconnect
- Facility Control via Auxiliary Inputs/Outputs
- Inter-Console Intercom
- Selective, Multiple Call Audio Monitoring
- Alert tone generation to signal critical transmissions

Provided below is a sample diagram of a typical console integration solution. Specific elements within the diagram are dependent on your LMR system and may vary.

Key capabilities of existing and future consoles include a graphical user interface (GUI) to assist dispatching, local area network (LAN) connectivity, voice

recording, console electronics incorporating advanced speaker and reception capabilities, and a database manager capable of storing thousands of alias names for radio IDs and telephone numbers.



Sample Nextel-LMR Interoperability Solution

- 1.3.3 Services shall provide emergency equipment lease in situations the end users do not have adequate equipment for a crisis event.

Nextel has read, understands and complies as provided in 1.3.1.

- 1.3.4 Wireless Priority Service (National Communications System a division of the Department of Homeland Security oversees the WPS.) allows authorized National Security and Emergency Preparedness personnel to make cellular calls during an emergency when channels may be congested. Services shall be offered that include WPS priority call capabilities.

Yes, Nextel provides WPS services nationwide. Wireless Priority Service (WPS) is a White House-directed National Security/Emergency



Preparedness (NS/EP) National Communications System (NCS) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call-by- Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NCS) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call-by-call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions are authorized use of WPS and the NCS provides the day-to-day administration of the WPS.

During emergencies, wireless service providers can experience congestion in their networks. Such congestion can severely curtail the ability of personnel with National Security/Emergency Preparedness (NS/EP) responsibilities to use wireless services. To facilitate the completion of critical calls during these high usage events, WPS enables NS/EP personnel to access the next available wireless channel before subscribers who are not engaged in NS/EP functions. Additionally, priority calls will not preempt calls in progress nor will WPS users monopolize all available wireless resources.



Out of past experiences Nextel realized the importance of this type of service and has been offering this with our Direct Connect service for the two years. Now the federal government realizes the same issues and has experienced Nextel's Priority Direct Connect in action. Thus all cellular carriers are now mandated to provide this service for cellular priority access. This service will enhance and compliment Nextel's Priority Direct Connect and Emergency Group Connect Services by providing redundant services with redundant routes through Nextel's dual path network.

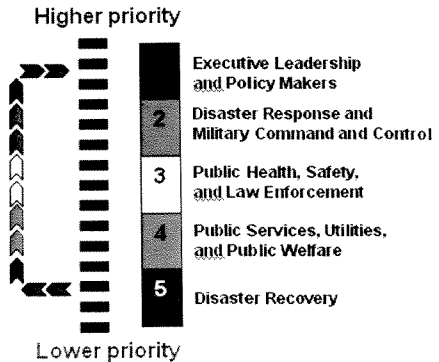
Additionally, Nextel offers advanced Public Safety services to provide agencies with supplemental system features that will enhance their ability to effectively respond to emergencies, as well as improve continuing operations. Nextel's services are referred to as Priority Connect and Emergency Group Connect, and are supported by Premium Public Safety Customer Care.

**Priority Connect**

Nextel's dispatch Priority Connect is a feature that provides subscribers with priority access to the Nextel network and its resources during times of congestion.

At these times, such as in an emergency, the calls from those who subscribe to the Priority Connect service are queued in order of precedence, increasing the likelihood that their Nextel Direct Connect calls will be completed. The Priority Connect feature is available only for Direct Connect calls, not for cellular calls.

The priority queuing capability allows Nextel's network to have multiple priority levels. These levels determine which calls receive access when all Direct Connect channels are busy, and which calls are assignable on an individual basis. Higher-level priority users will automatically be placed higher in the call back queue than lower



Nextel's Priority Connect Feature Gives the "Right of Way" to Emergency Communications and is Compatible with National Communications System (NCS) Escalation Categories

level users. Users within the same priority level will be assigned channels on a First-In-First-Out (FIFO) basis.

When a channel becomes available and there are active call requests in the queue, Nextel's system automatically assigns the first available channel to the top of the call back queue and notifies the call initiator with an audible tone.

#### **Emergency Group Connect**

Emergency Group Connect, also known as "ruthless preemption," provides network resources to specific subscribers during times of congestion. When Emergency Group Connect is initiated, all other Direct Connect calls occupying the channel are preempted to allow for the call to be completed. The emergency calls are initiated from handsets equipped with an emergency button. The emergency transmission is prioritized to a priority level of 0 and sent over the active channel, preempting all other calls that would have otherwise prevented its transmission. All active members of the user's talkgroup (including the dispatcher) immediately switch into a special emergency talkgroup and the Emergency Group Connect session begins.

Emergency Group Connect is available on the i325 AFU handsets only.

#### **Talkgroup Scan**

The Talkgroup Scan feature of the Nextel public safety package allows subscribers to listen on their handset for communication on more than one talkgroup at a time. Talkgroup Scan is a per subscriber feature that requires use of the i325 AFU handset. Any handset may be a member of the talkgroup the user is scanning. Talkgroup Scan is fundamentally an extension of Group Connect.

Group scanning is accomplished by setting up "Scan groups" – groupings of up to 4 talkgroups. Customers initiate scanning by pressing the mode key on their i325 AFU handset. The Talkgroup Scan feature will enable the H-GAC's public safety personnel, such as supervisors and dispatchers who need to monitor the communications of several groups, to meet their job responsibilities.

#### **Premium Public Safety Care**

Nextel has employed a Tier-2 customer care team, trained to meet the specific needs of our public safety customers. The team is staffed 24 hours a day, 365 days per year, with a goal of providing "One Call Resolution" – i.e. *one* source for service, billing and technical support questions. To qualify for Premium Care, the customer must be classified as a First Responder (i.e., Police, Fire, EMT, or Federal Protective Services) or purchase either Priority Connect or Emergency Group Connect. There is no additional charge for the service; however, the customer is required to maintain a Tier-1 in-house Care group.

#### **Pricing**

The Public Safety Feature Package includes Talkgroup Scan, Priority Connect, and Emergency Group Connect. These features are sold in one convenient public safety package with two purchasing options.

1. A volume price plan - Priority Connect, Multiple Simultaneous Talkgroup (MSTG), Emergency Group Call, and 25 Group Connect minutes: \$100 per account per month plus \$1 per subscriber, per month

2. An ala carte option - Priority Connect, Multiple Simultaneous Talkgroup (MSTG), Emergency Group Call, and 25 Group Connect minutes: \$3 per subscriber per month, added to any calling plan

1.4. **Nationwide Walkie-Talkie services to include:**

- 1.4.1. **Provide digital long range walkie-talkie service with dedicated push to talk and release to talk button capabilities handsets.**

DIRECT CONNECT is a digital, long-range walkie-talkie service with a dedicated PUSH TO TALK, release-to-listen button (PTT built into every Nextel handset. This service is an alternative communication platform operating on Nextel's national digital network, offering our customers additional flexibility, efficiency and cost savings. With Direct Connect you can make instant contact with any other Nextel subscriber, anywhere on Nextel's nationwide network. When we say "instant" we mean it – Nextel Direct Connect calls are connected in less than one second. Nextel has 11 years experience offering this differentiating service to our customers, on all Nextel handsets.

With Direct Connect you will never be diverted to voice mail or hear a canned greeting, and thus no minutes will be deducted from your monthly allotment unless you actually make contact with your desired party. To engage in conversations, simply press the PTT button to speak and release to listen.

The average Direct Connect call takes 30 seconds, as opposed to an average 2 minutes for a cellular call. On Direct Connect billing, all calls are rounded to the second, and there is no charge at all when the calling party does not answer (as opposed to burning minutes with recorded messages and voice mail). An independent study shows that 73% of all business cellular calls are made to employees of the same company. By utilizing Direct Connect for these internal communications, companies realize an average monthly savings of more than 23% off of their cellular bills. Direct Connect also affords interoperability with personnel outside your organization. For example, if you have several different subcontractors who use Nextel, you can Direct Connect any of them individually.



NATIONWIDE DIRECT CONNECT is the first nationwide walkie-talkie service to reach coast-to-coast in the continental United States and Hawaii. Millions of our customers are now experiencing reliable, instant contact with incredible range. Rolled out in summer of 2003, Nationwide Direct Connect gained instant popularity, and is utilized by more than half a million subscribers daily.

Because Nextel has only ONE straight-forward coverage map for all our services, you never have to wonder which service is available to you in which part of the country.

INTERNATIONAL DIRECT CONNECT is the service that enables Nextel subscribers to use the Direct Connect service to send or receive walkie-talkie calls wherever Nextel or NII has coverage in the United States, Mexico, Brazil, Argentina or Peru. The same is true in Canada

wherever Nextel or TELUS Mobility has coverage. The deals between the companies also include some data services, including BlackBerry and mobile e-mail, two-way messaging and wireless web access.

Even that is not enough. Introducing NextMail, a new application that allows subscribers to use their PUSH TO TALK service to easily send voice messages to individuals or groups via email. Using the power of the Web, NextMail messages can be sent worldwide, from anywhere on the Nextel network, to both Nextel and non-Nextel customers. For example, a Nextel user in the States can NextMail a colleague in Tokyo through his email account. There is no extra charge to send NextMail messages internationally.

NextMail fits Nextel's mission to not just help our customers communicate, but help them get more things done. While other competitors are still trying to establish credible walk-talkie services, Nextel is taking PTT to new levels with new applications.

The service works like this: A Nextel subscriber hits the PTT button and speaks. The voice message is recorded and converted into a digital audio file that is sent to the recipient's email account. The recipient clicks on the file to play back the recorded message, and can even send a text message response directly to the subscriber's Nextel phone.

NextMail is an easy-to-use, mobile communications tool that allows you to send one-click voice email messages worldwide. With NextMail, you can:

- Record self-reminders directly to your own email inbox
- Stay in touch with friends, family and co-workers worldwide
- Send messages to multiple colleagues and co-workers at once
- Reply to text messages with your voice

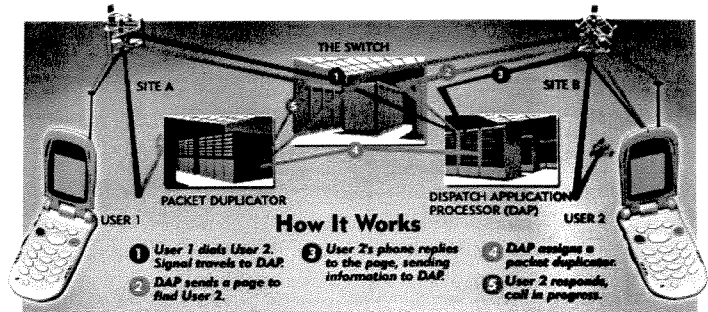
Direct Connect is built on a separate technology layer from the cellular network and is not dependent on the public telephone system in order to transmit communications. Our service provides a high degree of reliability and every cellular tower we operate is backed up with battery power. Often, in times of emergencies, Direct Connect has proved to be the only reliable means of wireless communications. For example, during the August 2003 power outage that affected several northeast states and New York City, Nextel's Direct Connect service was reported to have "saved the day" for executives in Manhattan, who tried to utilize various communication vehicles and found that only Direct Connect kept them connected, and in business.

For 11 years, Nextel and Direct Connect have helped speed communications, saving our customers both time and money. Now 6.7 billion Direct Connect calls are made every month, with 90% of Nextel subscribers reporting regular use of the service in their business and personal lives.

- 1.4.2 Provide the latency requirement of less than 2 seconds from the initiation of a 2-way radio call to the call receipt alert signal on the far-end handset.**

Nextel's Direct Connect latency is less than 1 second. This is due to Nextel's always on handsets. What this means is that Nextel's handsets are always on and communicating with our network. Using this process Nextel is able to provide immediate communications because our network knows where its users are at all times within the coverage area.

Nextel Direct Connect call setup time is designed to be less than 500 milliseconds, or 5/10 of a second. This time can be affected by time of day and traffic patterns.



**1.4.3 Provide optional group connection service that allows simultaneous contact with 25 subscribers to a talk group and up to 30 talk groups.**

GROUP CONNECT is a subset feature of Direct Connect. Group Connect allows immediate and simultaneous contact with as many as 25 subscribers within the same account. Handsets



can accommodate up to 30 of these talkgroups, which can be changed as required. This feature is ideal when large groups need to be contacted at once for rapid information distribution. You can create talkgroups for any subset of Nextel subscribers within your organization, based on your individual needs. There are endless possibilities, but frequently talkgroups are set up for members of specific departments, a company's executive staff, individuals with similar roles/functions, etc.

1.5. **Nationwide Two-Way Text Mobile Message services to include:**

1.5.1 **Receive text messages up to 140 characters.**

1.5.2 **Messages are received while pager is off or out of range.**

Mobile Messaging services bring the convenience of text communications to your Nextel phone. You can stay connected to clients and co-workers anywhere on the national network – even when you can't make or take a cellular or Push To Talk call. Our Mobile Messaging services include Text and Numeric Messaging, Two-Way Messaging, and even AOL® Instant Messenger™, for interactive communications with an individual or with several people simultaneously.

**Text and Numeric Messaging**

Nextel's nationwide Text and Numeric Messaging is a one-way messaging service that allows Nextel customers to receive messages on their Nextel handset. Customers may receive information alerts sent by news services or other sites on the Internet as well as text messages sent to them by friends or co-workers using Nextel Two-Way Messaging, any email application, or "Send a Message" on Nextel.com. You can receive important messages even if you are on another call, out of range, or if your phone is powered off.

With Nextel's Text Messaging:

- Receive messages up to 140 characters in length and save them on the handset for future reference.
- Automatically dial phone numbers from within the message. For example, if you received a message that said, "Call 703-555-5555," you would only need to press Send on your phone to place the call.
- Receive messages from clients or co-workers with non-Nextel phones.
- Let Nextel's Spam filtering reduce unwanted messages by helping prevent unsolicited advertisements from reaching you.

Unlike other one-way paging systems, which fail to deliver pages when the pager is off or out of range, Nextel's messaging service stores non-delivered messages and attempts to deliver the message for up to 7 days before deleting it from the server. With the Nextel system, a message originating in New York can easily be delivered to a subscriber unit in California or Washington, DC. Text and Numeric Messaging also allows you to receive information alerts from Internet news services or other websites, and is available on all Nextel phones.

The Nextel Send a Message website (<http://messaging.nextel.com>) allows subscribers to manage their messages with several options not available from a handset or email client. The Send a Message function is linked to your My Nextel account website, which enables you to utilize your phone number address book to send a message to individuals, or use Group Messaging for up to 20 recipients at once. As an alternative for larger distribution lists, an email client distribution list can be configured for an unlimited amount of recipients.

Customers can send a numeric message using an email application by addressing it to the recipient's 10-digit phone number followed by "@page.nextel.com". Customers can also send numeric messages by dialing their wireless number area code and prefix, followed by "page" (e.g. 703-555-page) to access the Nextel Message Center by telephone. Using the Message Center prompts, numeric messages up to 20 digits in length can be sent to any Nextel handset. A third option for sending numeric messages is by pressing "1" when the caller reaches the recipient's Nextel voice mail. You will be prompted to enter a call back number in lieu of leaving a voice mail message for the recipient.

Nextel's paging service is also more efficient than most standard paging services. When a standard paging service is attempting to notify a user of a pending message, it does not know the end user's location. The service must therefore send the page to every transmitter in its network, worldwide, in order to reach the user, who theoretically may spend 90% of his/her time in the office. In contrast, Nextel's network is aware of the handset's location, within a small cluster of cell sites. The notification from Nextel only has to be sent over this small cluster of channels as opposed to sending it out over every transmitter in the Nextel network.

### Two-Way Messaging

Nextel Two-Way Messaging enables subscribers to send, receive and reply to messages on any data-capable Nextel phone. Two-way messaging solutions from Nextel give you the freedom to communicate when talking is not an option, or you just want to send a quick note.

Two-Way Messaging from Nextel is:

**Discreet:** Use anytime, anywhere without disrupting others or divulging private information.

**Flexible:** Send and receive messages to/from any text-capable phones, e-mail, or Nextel.com. Messages sent from the Send a Message website (<http://messaging.nextel.com>) can be as long as 500 characters.

**Efficient:** Save typing time with the Predictive Text feature – it anticipates what you want to type. Send quick messages when you are on the run to one or more than one person at the same time.

**Personal:** Store frequently used messages and replies. Reduce unwanted messages with Nextel's Spam filtering.

In addition, customers can now exchange messages with clients or co-workers who have non-Nextel phones simply by typing the recipient's 10-digit mobile phone number plus @messaging.nextel.com.

Nextel offers two plans for Two-Way Messaging:

- **Two-Way Messaging Express** – There's no monthly subscription fee, just pay as you go. So, whether you are a current plan holder or just starting out, you can do more without using any voice minutes. Two-Way Messaging Express is now included in all new Nextel Free Incoming Call Plans, Nextel National Team Share Plans and with the purchase of Mobile Email and Nextel Online Wireless Web or Premium Web service.
- **Two-Way Messaging Premier** – Two-Way Premier offers you even more with unlimited two-way messaging, access to over 80 wireless Web sites for news, weather, stocks, sports and more, and the ability to edit and sync your Address Book with Nextel.com and your handset. Two-Way Premier also provides you with robust messaging capabilities such as Delivery Confirmation and Save Message for seven days.

To save time and increase productivity, the following user-friendly features can now be performed from a Nextel handset *or* from the Send a Message website:

**Address Book Integration** - Address your two-way messages by accessing your Address Book's listing of telephone numbers and group lists. You can address a message to go to a Nextel Two-Way or Text/Numeric address, a recipient's cellular number or an email address.

**Group Message** - Send a message to as many as 20 recipients at once.

**Two-Way Message Replies** - Customize or preset up to 6 replies through your Send a Message website. From an email client, you can generate replies by typing two tildes before the text (~~).

**Add, Edit and Delete Stored Messages** - Add, edit and delete stored messages from your Nextel handset or from your Send a Message website.

**My Phone Messages** - Create and store up to 9 different messages that can later be sent from your handset or the Send a Message website.

**Divert Replies** – Divert replies to a different cellular number or a specific email address from within your Send a Message website.

**Receive Confirmation Message Delivery Notification** – Choose whether or not to receive a message confirmation notice, informing you that your message was successfully delivered to the targeted recipient.

**Messaging Status** – Check the status of messages sent to individuals or Group Messages, from the Send a Message website. The message status gives you the address sent, the status of the message (sent and read), the claim number, and the time the message was sent. It then updates the time stamp to show when the message was read and shows the reply message, if one was sent.

**Schedule for Later** – Specify a specific date and time, up to 6 months, for delivery of a message(s), from the Send a Message website.

**Receive Undeliverable Email Message Notifications** - Receive "Undeliverable" notices for messages sent from your Nextel handset, if your message was not delivered to the recipient.

**Forward Messages** - Forward messages from your Nextel handset to other Nextel handsets that have two-way messaging, or to any email address.

**1.6. Provide telecommunications services with no domestic roaming charges**

You'll enjoy the same low rates no matter where you travel within the Nextel National Network.

Many companies charge roaming fees on top of their normal rates whenever you travel outside of your home market. And often, the minutes you use while roaming don't count towards your overall plan. You could be paying for airtime that you never use.

Nextel doesn't charge you for roaming. You take your low home market rates with you to every city covered by our National Network. So a local call in the area you're visiting costs the same as a local call in your home market.

**1.7. Provide telecommunications service plans with free domestic long distance calls including calls made or received anywhere in the United States.**

Nextel offers several rate plans to meet the needs of our customers. Nextel never charges for roaming anywhere in the United States and many plans include free nationwide long distance. Descriptions of the most popular plans which include nationwide long distance are listed below with specific costs detailed in the included rate plan guides provided in the Second Section.

**National Shared Minute Plans**

Includes bucket of anytime cellular minutes ranging from 100 to 4000

Unlimited Direct Connect

Free nationwide long distance

Cellular minute pooling for all users on the same plan

Free Caller ID and Voice Mail

Cellular minutes are rounded to the second after the first minute

Includes Two-Way Premier, Wireless Web Services & Address Book

**National Team Share Plans**

Includes bucket of anytime cellular minutes ranging from 0 to 1000

Includes 250 Direct Connect minutes

Unlimited night & weekend minutes

Cellular and Direct Connect minute pooling for all users on the same plan

Free nationwide long distance

Includes Two-Way Express

**BlackBerry National Team Share Plans**

Includes bucket of anytime cellular minutes ranging from 400 to 1000

250 Direct Connect minutes

Cellular and Direct Connect minute sharing  
Unlimited night & weekend minutes  
Includes nationwide long distance  
Includes unlimited Email and Web Access  
**National Unlimited NDC Plus Plan**  
Unlimited Cellular minutes  
Unlimited Direct Connect minutes  
Does not allow pooling  
Free nationwide long distance  
Free Caller ID and Voice Mail  
Cellular calls round up to the next full minute

**Government Total Rewards Plans**  
Shared cellular minutes  
250 shared Direct Connect minutes  
Unlimited Domestic Long Distance  
Includes Priority Connect  
Nationwide Direct Connect included  
Unlimited Night & Weekend minutes  
Unlimited Two-Way messaging  
Includes Caller ID  
Includes Voice mail

**1.8. Provide Centralized Customer Support available 24/7.**

Nextel provides centralized customer support, which is available 24/7. We provided our Customer care information in section 7.3

**1.8.1 Provide centralized ordering incorporating mail, fax, electronic and web based ordering systems.**

Nextel provides centralized ordering through the Government Account Manager through mail, fax, email and phone. The GAE, AR will then return an order form for confirmation, authorization and tracking purposes. Additionally Nextel provided information on our WirelessMgr web based management portal, which supports submitting orders electronically.

**1.8.2 Accept payment by Government Credit card.**

Nextel customers have many payment options. Payment options include:

Pay-by-Phone: Make an immediate full or partial payment by check or credit card over the phone. Check payments post to account real-time and approved credit cards are posted to the account within 24 hours.

Mail Payment: Send check or money order to the 'Mail Payment To:' address listed on the remittance slip of invoice.

Credit Card Payments:

Recurring Credit Card Payments (RCCP): Pay invoice automatically each month via MasterCard, Visa, American Express, Diners Club, Discover and Government Cards.

Pay Your Bill: Make a one-time credit card payment with American Express, MasterCard or Visa online at Nextel.com or via Nextel handset (using Nextel's Wireless Web).

- Credit Card By Mail: Fill out credit card information on remittance slip and mail to 'Mail Payment To:' address to make one time credit card payment.
- Recurring Direct Debit (RDD): Pay invoice automatically each month from checking or savings account. RDD is also known as direct debit, direct payment or pre-authorized debit. This payment option gives customers a convenient way to pay a monthly invoice thereby eliminating late fees and postage fees.
- Single Direct Debit: Make a one-time electronic check payment (also called direct debit) from your checking account (this is for single payment transaction and is not automatically recurring).
- Western Union: Wire transfer a payment, also known as 'Quick Collect'.

**1.8.3 Call Detail Reporting for all units in service with minutes used divided by local and long distance, rate plan and account summary totaling all units on account.**

Our Ensemble billing system is structured to meet your invoicing and reporting requirements and can be configured to match the hierarchy of your organization. Based on your preferences, we will send bills to individual subscribers, their supervisors, or to the appropriate department heads. Our system allows for up to eleven levels of account hierarchy, which can mimic the organizational structure of your account. Hierarchy levels include: Root (parent company or overall account name), Division, Region, Line of Business, Cost Center, Billing Account Number (BAN), Department, Branch, Sub-branch, Department Accounting Code (DAC), and Subscriber. Subscriber information can also be broken down by handset-dependent information, and information that is specific only to the subscriber, regardless of which handset he/she may be using.

You may utilize as many – or as few – of these billing levels as you wish. Ensemble allows you to manage your payment and cost management reporting at various levels within your organization. You decide how the billing structure should be organized, who should receive copies of bills, and which party is ultimately responsible for paying the bill.

At Nextel we refer to the party responsible for paying the bill as the **BAN – Billing Account Number**. Your organization may have more than one BAN, depending on how you choose to organize your Nextel billing structure. The person at the BAN level is ultimately *responsible* for the bill, although other individuals within the organization may be designated to pay the bill.

The BAN will receive the following information in their monthly bills:

- Monthly Account Statement
- Nextel Account Summary
- Enterprise Rate Plan Discount Summary
- Rate Plan Airtime Usage Summary
- Direct Connect Summary
- Additional account information

All charges associated with the subscribers assigned to a BAN are aggregated and included on the BAN's invoice. Shared rate plans allow usage sharing among all subscribers on the same rate plan within the same BAN.

All BANs within your company are organized under the **Root** – the highest level of your billing hierarchy. If you only have one BAN, then the BAN and the Root are the same thing.

Two other important levels in the billing hierarchy are the **Department** and the **Department Account Code (DAC)** level. If your organization has multiple groupings of Nextel subscribers, they will be organized into **DACs**. Multiple DACs can exist under a single department – a DAC represents any subset of an organization, as you designate. Each DAC level designee will receive a monthly Courtesy statement, which reports on all the charges for the subscribers within that DAC. Payment cannot be made from the Courtesy statement.

Billing done at the **Department** level reflects a summary of charges for the DACs within the Department. Department level billing may or may not correspond with the actual departmental structure of your organization. The Department level bill break is created to represent any group of DACs within your organization and may correspond to a region, a division, or a cost center, depending on how you structure your billing hierarchy. Department Account Summary information is provided at this level of billing.

Of course Nextel bills are also detailed down to the individual **Subscriber** level, with information such as:

- Call detail
- Rate plan airtime usage
- Direct Connect usage
- Group Connect usage
- Nextel Worldwide usage
- Equipment charges
- Corporate discounts
- Credits and promotions
- Taxes, etc.

#### **1.8.4 Provide centralized billing and reconciliation.**

Nextel provides centralized billing and reconciliation through the processes and systems previously detailed.

2. Wireless Cellular Data Telecommunications Services

2.1 Provide packet-switched network services that allow you to send and receive data nationwide from handsets, laptop computers or other portable devices without a landline connection.

Nextel Online encompasses several wireless data services that enable H-GAC users to send text messages, access email, internal databases and wireless Internet service, and thus continue to get business done – anytime, anywhere. Our Nextel packet-switched network allows you to send and receive data from your handsets or laptop computers, without a landline connection. Launched in 2001 via Nextel’s nationwide data network, our Nextel Online services are based on IP (Internet Protocol), the most widely deployed networking standard.

The same Nextel phone that gives you the clarity of digital cellular calls and instant contact of Direct Connect service can also give you Nextel Online wireless data services – without ever using any of your cellular minutes. Plus, now you can use your Nextel Online services while traveling in Mexico, Argentina, Brazil, Canada or Peru.

Nextel’s iDEN packet data services are delivered via Mobile IP architecture (RFC 2002, 2003 and 2005) and supports both TCP and UDP transport of packets across the Internet. Nextel provides 19.2 Kbps service for sending and receiving data and can support up to 56 Kbps for Web browsing. Nextel’s iDEN implementation of Mobile IP allows for handsets and wireless modem devices to be provisioned with private (10.xx.xx.xx) or public static IP addresses depending on the requirements of the customer and/or the application. Private IP addresses are dynamically assigned a Public IP addresses for each session via NAT (Network Address Translation) as required.

For added security while browsing the Internet, using the Wireless Access Protocol (WAP) microbrowser that is available on all of our handsets, Nextel deploys 128-bit Wireless Transport Layer Security (WTLS). As an IP-based architecture, Nextel’s wireless packet data network supports multiple application-based data security standards, such as SSL, 3DES, AES, and VPN (IPSec), to provide security while using the either the handset Java client or Nextel’s modem solutions. Additionally, Nextel can support Permanent Virtual Circuits (PVCs) over Frame Relay if required.

If you require access to specific internal applications or Application Service Providers (ASPs), you can use Nextel’s Java client. When customized wireless data solutions are required to integrate Nextel handsets into a backend system (your email system, for example), we will provide a preferred third party vendor to implement the integration. The vendor rates will vary based on project scope.

Nextel Online services – both web services and wireless modem solutions – may be acquired either individually or bundled for low monthly charges. Below are brief descriptions of the services and packages.

Services

Web

Nextel's Web service provides you with Internet-based content, such as news, weather, travel, office, sports, financial services, and marketplace portals. This web information is brought directly to your Nextel handset from over 60 different content providers, and allows you to:

- ✦ Check the latest news headlines and sports scores
- ✦ Locate nearby businesses by name or category
- ✦ Get door-to-door driving directions
- ✦ Find and read reviews of local restaurants and movie showings
- ✦ Make and check the status of travel arrangements
- ✦ Check the weather forecast for cities around the world
- ✦ Monitor your stock performance
- ✦ Track package shipments
- ✦ Buy DVDs, books, office supplies, gifts and other items, quickly and securely
- ✦ View your Nextel account's current balance and make payments
- ✦ Access documents and other files stored online and forward to an email address or fax machine using your phone

Premium Web

Nextel Online® Premium Web service provides unlimited Internet access for one fee, meaning you don't use any cellular minutes to access the wireless Internet from your phone. With Premium Web, you get the same access to over 80 content providers that Web service offers, plus the ability to:

- ✦ Access any site on the wireless Internet
- ✦ Access your organization's wireless Web sites <https://nextelonline.nextel.com/services/nextelonline/wirelessites.shtml> to keep up with corporate developments and the information you need to do your job
- ✦ Access wireless versions of popular Internet portals like MSN, AOL and others; stay in touch with coworkers and friends with AOL Mail, AOL Instant Messenger, and Hotmail
- ✦ Bookmark your favorite Internet sites and applications
- ✦ Customize your Nextel phone's wireless Internet browser

Address Book

With Address Book, a web-based mobile contact management system at nextel.com, you can quickly and easily set up and manage contacts online and from your phone. Also, a central administrator can push contact information down to users or make a central list of contacts available online for all users to see and use.

Address Book enables you to:

Centralize storage - Once your contacts are stored, they're always available online. You can store over 2000 personal and over 10,000 corporate and business contacts, and eliminate searching through hard copy directories, business cards, or PDAs to find contact information.

Import and export contacts - With Address Book's easy-to-use Import/Export functionality, in just a few keystrokes you can import contacts already stored in places like Microsoft® Outlook, SFA systems, CRM systems and spreadsheets.

- Manage and access contacts - Address Book is accessible through both the Internet and your Nextel phone. You can add, edit, and delete contacts through an easy to use Internet interface from your computer, instead of triple tapping text entry using your phone keypad. When you're away from your office, you can add, edit or delete contacts directly on your Nextel phone.
- Transfer contacts between Address Book and phone - Now that all of your contacts are securely stored online in Address Book, you can easily push a subset of contacts down to the phone itself (up to 600 for three-digit phones!). You can also upload contacts from your handset to Address Book. Nextel's exclusive Over-the-Air-Programming allows this transfer to happen quickly and easily using the Nextel network. If you are an administrator, you have the power to push any contacts to any handset in your account. Program a single handset or all the handsets in your account!
- One-touch contact - Place a call, initiate Direct Connect or send a Two-Way Message at the push of a button.

#### Two-Way Messaging

Nextel Two-Way Messaging enables subscribers to send, receive and reply to messages on any data-capable Nextel phone. Two-way messaging solutions from Nextel give you the freedom to communicate when talking is not an option, or you just want to send a quick note.

Two-Way Messaging from Nextel is:

- **Discreet:** Use anytime, anywhere without disrupting others or divulging private information.
- **Flexible:** Send and receive messages to/from any text-capable phones, e-mail, or Nextel.com. Messages sent from the Send a Message website (<http://messaging.nextel.com>) can be as long as 500 characters.
- **Efficient:** Save typing time with the Predictive Text feature – it anticipates what you want to type. Send quick messages when you are on the run to one or more than one person at the same time.
- **Personal:** Store frequently used messages and replies. Reduce unwanted messages with Nextel's Spam filtering.

#### Mobile Email

Nextel's Mobile Email service allows you to access your Microsoft Outlook or Lotus Notes email, contacts and calendar information from your handsets or laptops. In addition, you may access email from up to 10 Internet Service Providers (ISPs), such as EarthLink and Mindspring, and store up to 10 prewritten QuickText messages for instant replies. This service is intended for customers who are connected to their internal email server and network. Nextel Web service is included with the purchase of Mobile Email.

#### Mobile Application Manager

Mobile Application Manager (MAM) gives you administrative control over the distribution and management of proprietary and public mobile Java applications. MAM includes a secure web-based interface and over-the-air provisioning technology, allowing you to download Java applications from Nextel's network directly to hundreds of Nextel Java-enabled handsets, in a matter of minutes.

### **Nextel Online Web Packages**

Two different packages are available that provide you with combinations of the above web services, for substantial savings over the combined individual monthly pricing. Both packages also include Dial-Up Access – Our basic 9.6Kbps circuit-switched data wireless modem solution, described in more detail below.

#### Messaging Package

This package includes Web service, AOL Instant Messenger, Address Book, Two-Way Messaging and Dial-Up Service.

#### Full Service Package

This package includes the entire suite of Nextel Online web services, as well as Dial-Up Access.

### **Wireless Admin Solutions**

Nextel Online account administrators now have a selection of powerful, centralized, web-based, wireless admin solutions to more quickly and easily manage their accounts and improve company productivity and efficiency. The wireless admin solutions, **several of which are Nextel-exclusive**, are all individually available from the convenience of a new Wireless Admin Solutions section of My Nextel at nextel.com.

#### Address Book Admin

Streamline the set-up and management of key contact data for your mobile workforce. Now your employees will never be without key contact information, even when on the road. With Address Book Admin, a Nextel-exclusive web-based mobile contact management system at nextel.com, an account administrator can quickly and easily:

- Push phone-based contacts - Push contacts to any phone in your account. Program a single handset or all the handsets in your account!
- Access corporate contacts - Create a database of up to 10,000 Corporate Contacts, which can include employees, customers, prospects, contractors, etc. - and make it accessible by your mobile workforce from the Net menu on their phones
- Import and export contacts - Address Book allows you to import contact information from sources such as like Microsoft® Outlook, SFA systems, CRM systems or spreadsheets
- Dynamic contact management - You have the freedom to import contact information whenever you want – import employee contact information monthly or import customer/prospect contact information daily

One-touch contact – Your end users can simply scroll to the contact information you made available and place a call, initiate Direct Connect, or send a Two-Way Message at the press of a button

#### My View Admin

My View Admin lets you customize the Net menu for phones on your account, so you can give your employees easy access to the information they need to do their jobs. Simply log onto My View Admin via nextel.com, and you can:

Create up to five custom bookmarks for your wirelessly enabled company and intranet sites, contact phone and Direct Connect numbers, and frequently used Web sites

- Create a single, company-wide home page or multiple ones for different groups or departments
- Choose to hide or display existing Nextel content or applications
- Distribute home pages to all the phones on your account simultaneously and provide updates just as quickly as business needs change
- *Nextel Online Wireless Modem Solutions*
- Customers can connect to Nextel's data network by using Nextel's wireless modem card (iM1100), the rugged GPS-enabled modem (iR1200), or a Nextel handset tethered to their laptop via a data cable. To access data wirelessly from remote locations, Nextel offers the following access options:

#### Nextel Online Wireless Modem Solutions

Customers can connect to Nextel's data network by using Nextel's wireless modem card (iM1100), the rugged GPS-enabled modem (iR1200GPS), or a Nextel handset tethered to their laptop via a data cable. To access data wirelessly from remote locations, Nextel offers the following access options:

#### Dial-Up and Tethered Data Access

Dial-Up Access is a basic wireless modem solution that allows you to access the Internet, a secure server, or other data-accessible networks, without being connected to a landline. Dial-Up Access operates with circuit-switched data at 9.6Kbps and is included with the basic web service packages (Messaging Package or Full Service Package).

#### Packetstream Gold

Packetstream Gold is Nextel's premiere service for taking your office on the road, with accelerated web browsing and Internet email over Nextel's iDEN network. On this plan, packet-switched data is routed to your Nextel handset through a specialized server that does TCP optimization and streaming compression, for speeds as high as 56Kbps. Packetstream Gold is particularly convenient when used with the iM1100 wireless modem and your laptop. This plan provides you with unlimited access.

Benefits of this premier data service include:

- **Easy to use.** It takes only a few seconds to start a Web browsing session, and you can use the larger screen of your PDA or laptop. Plus, you can still work with other documents and applications on your device while you are online.
- **No dial-up required.** Just click the Nextel network connection icon and you're online in seconds. You can even receive incoming calls while online.
- **Use your existing applications.** Use the same email, browser, and other web-enabled applications that are available to you in the office.
- **Choose your equipment.** You can use a Nextel Internet-ready phone with data cable to plug into your laptop or PDA. Or, for the ultimate in convenience, choose [https://nextelonline.nextel.com/phones\\_plans/datadevices/im1100.shtml](https://nextelonline.nextel.com/phones_plans/datadevices/im1100.shtml) Nextel wireless modem.

Total Connect

Nextel's Total Connect plans allow you to use your Nextel handset as a wireless modem, when tethered to your laptop or PDA. Simply choose whether or not you need a private IP address (standard) or a public IP address (available as a buy-up option), then select the plan that best matches your online usage. With Total Connect, you still get the ability to access online Java applications, surf the Net on your PC or PDA, or interact with behind-the-firewall corporate applications.

**2.2. Mobile wireless internet service shall be based on IP (Internet Protocol) networking standard.**

Nextel's wireless network is IP based and supports all IP based protocols.

**2.3. Packet data services shall support TCP AND UDP transport packets across the internet.**

Nextel's wireless IP network supports all IP based protocols including TCP and UDP. Nextel does not limit the types of traffic carried by the network. Generally, any protocol or application may be used; the only concern to be aware of is the longer latency inherent in wireless networking. We recommend that UDP is used for small data volume applications where fast response is needed and total data volume is a concern. For other applications we recommend staying with standard TCP.

**2.4. Wireless data services shall provide 19.2 Kbps service for sending and receiving data and can support up to 56 Kbps for Web browsing.**

Nextel's network supports this requirement including the ability to provide compressed data access with perceived data speeds of 56Kbps. This requires additional server hardware at the customer site provided by our partner IBM.

**2.5. Provide wireless internet services that allows handsets and wireless modem devices to be of having private or public static IP addresses.**

Nextel provides both public IP addresses for server and data access and private IP addresses for internet access, browser use and simple application use.

**2.6. Provide wireless internet services handset browsing security with Wireless Access Protocol microbrowser.**

Nextel's handsets include a WAP microbrowser with a 128-bit encryption layer.

**2.7. Services shall include 128-bit Wireless Transport Layer Security (WTLS), to provide adequate authentication, data integrity, to enhance privacy protection and to protect the communication from attack during data transmission using handsets and/or wireless modems.**

Nextel primarily provides packet-switched data services, but also supports circuit-switched data transfer. Nextel Online is the general term for several packet-switched wireless data services available to users via Nextel's nationwide data network, which has been operational for over three years. Nextel Online services allow customers to send and receive data from their handsets or laptop computers. Nextel Online offers services ranging from wireless Internet service to mobile email and database access. These services are based upon Internet Protocol (IP), the most widely deployed networking standard.

Nextel packet-switched network provides 19.2 Kbps data transfer speeds for static/routable IP addresses and speeds up to 56 Kbps for non-routable IP addresses. In addition to following the TCP/IP standard, Nextel deploys 128-bit Wireless Transport Layer Security (WTLS) for its packet-switched data sessions, a standard that follows the same encryption scheme used by Secure Socket Layer (SSL v.3.0) and Transport Layer Security (TLS v.1.0). Nextel's circuit-switched data transfer capabilities allow connectivity with traditional landline telecommunications network at the standard 9.6 Kbps rate.

- 2.8. Services shall provide unlimited Internet access for a fee without the use of any cellular minutes to access the wireless Internet from your handset. The service shall be capable of accessing an end user's web sites for information needed from the field.**

Nextel provides two primary web service plans. The Premium Web package is also included in our Full Service Package. This information is provided in the Second Section in the Nextel Online Wireless Data & Messaging Services guide.

SERVICE PLAN	DESCRIPTION	MONTHLY PRICE
Wireless Web	Access to over 90 top wireless Internet sites to stay informed, entertained and in control of your business and personal lives. Includes Two-Way Messaging Express.	\$3.50
Premium Web	Access any wireless Internet URL, set bookmarks, customize browser menu with MyView, access AOL® and MSN Mobile, AOL® Mail, AOL® Instant Messenger, and Hotmail. Includes Web and Two-Way Messaging Express.	\$10.00

- 2.9. Services shall provide to ability to wirelessly send contact information down to users or make a central list of contacts available online for all account users to see and use.**

Address Book, a web-based mobile contact management system at nextel.com, allows customers to quickly and easily set up and manage contacts online and from their phones when they're on the go. And/or, a central administrator can push contact information down to users' phones or make a central list of contacts available on-line for all users to see and use.

Now, Address Book has been enhanced to also support the improved Address Book 5.0 for 3-Digit Series Phones (ex. i730). Specific enhancements include:

- Customers will now be able to select their new three-digit phone from the "Select a phone model:" list, which will then appear in their "Your Phone Model:" field
  - 3-Digit Series Phone customers now will be able to manage up to 600 contacts
  - Within each contact, customers will be able to program up to 11 entries (Direct Connect, Home, Work 1, Work 2, Mobile, Fax, Pager, Other, IP, Email).
  - For 200 contacts, customers can include extended entries like international numbers, full dialing strings with pauses, etc., so fields (e.g., "Primary #") will be expanded to allow for up to the 64 character limit, and Pause "P" and Wait "W" character designators now will be recognized
- Finally, customers can now enter up to 20 characters (instead of just 11) in the "Phonebook Name:" handset display name field

Plus, Address Book is a great aid in transferring existing contacts to upgraded phones, especially since SIM swaps are not recommended for 3-Digit Series Phones.

Address Book	Manage up to 2,000 contacts at Nextel.com, access remotely from your phone, download your phone's contact list, access administrator-loaded corporate directory. Includes Web and Two-Way Messaging Express.	\$5.00
Address Book Admin	Allows end-users to access administrator-loaded directory of up to 10,000 contacts. Includes Two-Way Messaging Express.	\$3.50

3. **Services must offer customized training solutions and services to develop, enhance, and maintain the skill levels of personnel operating and management complex systems.**

Nextel's Strategic Care group will have a full understanding and knowledge of the health system's wireless care needs, and will work with the customer to deliver the specific training solutions the customer is looking for. The Strategic Care group will be responsible for developing, coordinating, monitoring and conducting the necessary training for the health system's employees.

Strategic Care will conduct training classes at the customer's location or another customer provided location. There should be at least ten and no more than twenty-five individuals per class and each individual should have a working handset. Individuals will be trained to used the following Nextel services on their own handset while in class:

- Cellular
- Direct Connect
- Mobile Messaging (text and numeric and two-way messaging)
- Nextel Online data services
- Voice mail

Nextel can also provide Train the Trainer programs. This is a program set up to train one or more of the customers personnel to be trained so that they may then train personnel on an as needed basis or for smaller groups.

Training classes usually last one hour and participants will have an opportunity to ask questions throughout the class. The Strategic Care group can provide up to five trainers per day and each trainer can complete five classes per day until the customer's users have all been trained. The instructors will also distribute training materials including instruction guides for setting up voice mail and a reference guide on basic handset functionality.

Nextel will also provide Billing and Acquisition training after the contract is signed and an individual is assigned from the customer to manage the Billing and Acquisition duties for the customer. This training includes:

- SmartCD+
- WirelessMgr
- Custom Aisles
- EDI

All of Nextel's training is provided at no charge. Scheduling and availability will be determined upon contract signing, the requirements of the contract and the scope or customer size.

4. **Provide pricing of the appropriate equipment in the response**

Nextel has provided all pricing and feature information in the Second Section Handset Guides.

**Category B Wireless Cellular Voice Telecommunications**

**SERVICE AND EQUIPMENT  
FOR  
GENERAL PURPOSE  
MINIMUM SPECIFICATIONS**

1. Provide digital and/or analog wireless cellular voice telecommunications national network services
2. Provide telecommunications services plans including a choice of with and without domestic roaming charges
3. Provide telecommunications service plans with and without free domestic long distance calls including calls made anywhere in the United States.
4. Provide service plans which can include the following standard or optional services; text messaging, voicemail, call waiting, call forwarding, caller I.D. Call forwarding, 411, 611, and 911,
5. Provide Centralized Customer Support available 24/7.
6. Provide centralized ordering incorporating mail, fax, electronic and/or web based ordering systems.
7. Accept payment by Government Credit card.
8. Call Detail Reporting for all units in service with minutes used divided by local and long distance, rate plan and account summary totaling all units on account.
9. Provide centralized billing and reconciliation.
10. Provide pricing of the appropriate equipment in the response

Nextel meets all of the ten General Purpose Minimum Specifications. All specific information has been provided throughout this document.

**Category C Wireless Cellular/Mobile Data Access**

**SERVICE AND EQUIPMENT  
FOR  
GENERAL PURPOSE  
MINIMUM SPECIFICATIONS**

1. **Service is to be a wireless cellular data access service, which include telecommunications services that provide wireless data connectivity between a handset or portable device or personal computer and the internet and/or end user web site.**

Nextel provides wireless and cellular data access services through our handsets and standalone devices, by utilizing our handsets as modems in a tethered configuration with other devices, through the use of PCMCIA type modems and hard install durable modems for vehicles or industrial environments.

2. **Service to include mobile broadband wireless Internet. Data service to download complex files and view email attachments as typical speeds of 300-500 kbps and capable of reaching higher speeds.**

Nextel currently does not support mobile broadband wireless Internet service. Nextel will be releasing our next technology upgrade in 2005 called WiDEN. This technology will support speeds of 60 to 90 Kbps. Nextel is also testing 4G technologies for future deployment and will make this information available to H-GAC as it becomes available.

- 2.1 **Access intranet data and applications behind the web firewall**
- 2.2 **Service to include access Web browsing**
- 2.3 **Service to include web-based messaging and instant messaging.**
- 2.4 **Service to be compatible with pc based laptop and Blackberry handsets.**
- 2.5 **Push email and PIM to compatible mobile devices from Microsoft Exchange or Lotus Domino servers. Address book, calendar, tasks and to do lists**
- 2.6 **Support for remote software installation and upgrades, device configuration, asset collection, alerts, backup and restore functions.**

Nextel's current technology supports requirements 2.1 through 2.6. In addition to supporting 2.5 through the use of our BlackBerry 7520 and the RIM BES server release 3.6, BES Server 4.0 will be released in 2005 providing additional over the air update capabilities so that the BlackBerry devices will not need to be connected to you desktop to update and sync the information.

3. **Service to include sophisticated security technology providing authentication and data protection and is compatible with may Virtual Private Networks (VPNs) for seamless wireless connectivity to access a variety of wireless networks including wide-area wireless networks (GPRS/EDGE/UMTS) and Wi-Fi hotspot connections (802.11.b)**
4. **Service to be compatible with the following mobile devices:**
  - 4.1 **PC based laptop computers**
  - 4.2 **PDAs and handheld PCs**
  - 4.3 **Pagers**
  - 4.4 **Smart phones and cellular phones**

Nextel's Security Technology

Nextel's authentication schemes enhance the already formidable security of the iDEN modulation and demodulation processes. When a Nextel handset is turned on, the International Mobile Subscriber ID (IMSI) is sent to the network. With an analog cellular system, the IMSI could be scanned and used to clone the compromised handset. However, the iDEN network assigns a Temporary International Subscriber ID (TMSI) based on the IMSI to the handset and authentication with the network begins. This TMSI will change, based on switch control, several times during the use of the handset, thereby making it incredibly challenging to clone Nextel handsets or listen to conversations on the Nextel network.

Nextel has also incorporated many GSM features into its cellular transmission technology to enhance signal and handset security. For instance, unauthorized access is prevented via handset authentication. When a handset initiates a call, it sends a service request to the Home Location Register (HLR). The HLR then searches its database for the subscriber's system information and sends a generated authentication request to both the network and handset. The request, created via a proprietary algorithm, generates a random number and requests the solution to an equation created by the authentication request.

The handset then receives the random number generated by the HLR and with its own authentication key, solves for a predetermined value. In essence, the handset solves an equation. The handset sends back its authentication response—the answer to the equation—and a comparison of the solution with the solution created separately by the network is performed. If the comparison is successful, the subscriber is allowed to use the handset to use its provisioned services. The entire authentication sequence is completely transparent to the subscriber, thus eliminating the need for any manual intervention. For Direct Connect call processing, a similar set of the temporary IDs are used to define a subscriber unit's individual, group, and announcement group IDs. These IDs function in a role similar to the TMSIs.

Advantages of Nextel Voice Security

While there is no readily available NIST-certified voice encryption technology for non-GSM commercial wireless networks such as the iDEN network, Nextel's iDEN modulation, demodulation, and authentication procedures should be considered valid encryption insofar as they protect voice and data transmissions by encoding them at the point of transmission and decoding them at the point of reception. As noted above, our iDEN authentication schemes provide significant security by utilizing formal algorithms to validate the IMSI and TMSI, along with several other proprietary network-based security measures.

Furthermore, handsets offering voice encryption suffer significant cost, convenience, network compatibility, and latency disadvantages compared to non-encrypted handsets. Deploying handsets with encrypted voice capabilities is considerably more expensive than using handsets without voice encryption because the subscriber needing voice encryption must purchase a specialized voice encryption-enabled handset and purchase two separate lines for communication. Each line requires its own rate plan because the first line is used for non-encrypted voice and data communications while the second line is reserved for encrypted voice communications and limited data communications. In addition, certified voice encryption handsets and services are not fully compatible with emerging 3G wireless networks and thus subscribers using voice encryption may have smaller coverage areas and other technical difficulties when using their voice encryption-enabled handsets.

As encrypted handsets typically operate using only 9,600 BPS asynchronous transparent circuit switched data service, beginning an encrypted voice conversation using an encrypted handset typically requires a call with the non-encrypted phone line to the intended recipient of the encrypted call. This helps ensure that both parties have enabled secure mode by entering their PIN mode on either their handset or a wireline terminal. The wireline terminal is required for calling

non-secure handsets or desk phones. Once a voice-encrypted call is initiated, the average call setup time for encrypted wireless voice conversations is approximately 30 and 40 seconds with conversation delays of approximately 1 second, approximately double the call latency of a typical non-encrypted cellular conversation.

iDEN Data Encryption

Nextel deploys 128-bit Wireless Transport Layer Security (WTLS) for its data sessions, a standard that follows the same encryption scheme used by Secure Socket Layer (SSL v.3.0) and Transport Layer Security (TLS v.1.0). The microbrowser in the Nextel handsets uses RSA 128-bit encryption for Wireless Application Protocol (WAP) sessions and SSL for Java sessions. Nextel's VPN solutions provide additional data security options as required by our customers.

Nextel also provides BlackBerry handsets with FIPS 140-2 certification for data transmission. Specifically, the cryptographic firmware used in Nextel's BlackBerry devices has been certified as FIPS 140-2 compliant by the National Institute of Standards and Technology (NIST). The device has met the stringent US government security requirements surrounding its design, interfaces, authorized roles and services, physical security, software security, key management, cryptographic algorithms, and self-testing. The Nextel BlackBerry devices allow users to employ federally approved encryption standards such as Triple Data Encryption Standard (3DES) and Advanced Encryption Standard (AES) to protect their sensitive data communications, such as email. This NIST-approved firmware is often used with other implemented standards such as Secure Multi-Purpose Internet Mail Extensions (S/MIME) for highly secure mobile data solutions.

**4. Provide all pricing of the appropriate equipment in the response**

Nextel has provided all device pricing and features in the Second Section.

**Category D Wireless Satellite Voice and Data Telecommunications**  
Services and Equipment  
Minimum Specifications

1. **Services shall allow end users to communicate anywhere in the world and including world satellite telephony, world paging, and world data services.**

Nextel's services are only available on iDEN networks in North America, Central and South America including other areas. Nextel can provide other handsets that only work overseas in over 90 nations worldwide. These handsets will not work domestically on our iDEN network.

Nextel does provide the ability to page overseas and back to the over 90 nations we provide access to. We currently do not provide data services or satellite telephony.

2. **Services will allow a satellite phone to make and receive calls with one number to any land based or cellular phone anywhere in the world.**

Nextel currently does not provide this service.

3. **Services will utilize the Iridium constellation of 66 satellites in polar orbital configuration for no transmission delays, whether using small handheld pagers or phones.**

Nextel currently does not support satellite phones.

4. **Services home area shall include Continental United States, Alaska, Puerto Rico, U.S. Virgin Islands and Eastern Caribbean.**

- 4.1 **Services within the home are shall include call forwarding and liver customer care at no additional cost.**

Nextel's call forwarding is free to voice mail and incurs a charge of \$0.20 per minute plus air time to any other number. All customer care calls are provided to all customers at no charge.

- 4.2 **Long distance is included in Standard airtime rates from USA, Caribbean, Canada, to USA, Puerto Rico and Canada.**

Nextel provides same rate access in Canada through TELUS Mobility or Canadian iDEN partner.

- 4.3 **Service list shall include sending and receiving faxes with a Group 3 fax machine in the United States, Canada and Eastern Caribbean.**

Virtually all fax machines manufactured in the past fifteen years are group 3 compatible fax machines. Nextel's handsets and modems can pass fax machine data the same as a normal landline does.

**4.4 Roaming rates apply when calling to Canada. Roaming rates apply to calls placed outside the U.S. home service area (Continental U.S., Alaska, Puerto Rico, U.S. Virgin Islands).**

Nextel charges international long distance charges in place of international roaming charges. Please see Nextel's web site for our latest international charges.

**4.5 Service rates shall include all long distance to same service satellite phones.**

Nextel currently does not support satellite phones.

**5. Services with the appropriate handsets can be used in satellite mode as well as either AMPS, CDMA or GSM cellular modes.**

Nextel currently does not support satellite or multi mode phones.

**6. Services List shall include the following features:**

**6.1 Short messaging includes the ability to send short text messages to the handset via the Internet.**

Nextel will provide our Alerts Short Messaging Service (SMS) to support this requirement. Here is a quick overview.

<b>Alerts (SMS)</b>	Incoming text and numeric SMS alerts.	\$0.15 each 300 Alerts = \$5.00 1000 Alerts = \$9.00
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**6.2 Voice mail**

Voice mail is included in many Nextel rate plans at no additional charge. Otherwise Nextel charges \$1.00 per month for Voice mail. Please see the Second Section for which rate plans include voice mail.

**6.3 Receive numeric and alphanumeric paging from anywhere on the planet without being in a clear line-of-sight to the satellite.**

Nextel handsets can receive numeric and alphanumeric pages from cross platforms, cross vendors, cross nations and worldwide (Worldwide access requires the T720 handset).

**6.4 Connect the satellite phone to a pc laptop computer and data services can be supplied at approximated 2400 BPS.**

Nextel currently does not support satellite phones.

**6.5 Direct Internet services will by supplied with the use of the service provider high speed dedicated server to handset communications to execute accelerated file transfers, browsing the internet and exchange email.**

**7. Provide all pricing of the appropriate equipment in the response**

Nextel has provided all device pricing and features in the Second Section.

**Warranty Documentation**  
**Limited Warranty Motorola Communication Products**

**NOTE:** This Warranty applies within the fifty (50) United States and the District of Columbia

**I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:**

MOTOROLA, INC. ("MOTOROLA") warrants the MOTOROLA manufactured IDEN Communication Products listed below ("Product") against defects in material and workmanship under normal use and service for a period of time from the date of purchase as scheduled below:

**IDEN Subscriber Digital Mobile and Portable Units: One (1) Year**  
**Product Accessories: One (1) Year**  
**Batteries: One (1) Year**

Rechargeable Batteries will be replaced during the applicable warranty period if:

- a. the battery capacity falls below 80% of rated capacity, or
- b. the battery develops leakage.

MOTOROLA, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it (with a new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided it is returned in accordance with the terms of this warranty. Replaced parts or boards are warranted for the balance of the original applicable warranty period. All replaced parts of Product shall become the property of MOTOROLA.

This express limited warranty is extended by MOTOROLA to the original end user purchaser only and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by MOTOROLA. MOTOROLA assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of MOTOROLA. Unless made in a separate agreement between MOTOROLA and the original end user purchaser, MOTOROLA does not warrant the installation, maintenance or service of the Product.

MOTOROLA cannot be responsible in any way for any ancillary equipment not furnished by MOTOROLA which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment if expressly excluded from this warranty. Because each system which may use the Product is unique, MOTOROLA disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

**II. GENERAL PROVISIONS:**

This warranty sets forth the full extent of MOTOROLA'S responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at MOTOROLA'S options, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH

PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

**III. STATE LAW RIGHTS:**

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

This warranty gives specific legal rights, and there may be other rights which may vary from state to state.

**IV. HOW TO GET WARRANTY SERVICE:**

You must provide proof of purchase (bearing the date of purchase and Product item serial number) in order to receive warranty service and, also, deliver or send the Product item, transportation and insurance prepaid, to an authorized warranty service location. Warranty service will be provided by MOTOROLA through one of its authorized warranty service locations. If you first contact the company which sold you the Product (e.g., dealer or communication service provider), it can facilitate your obtaining warranty service. You can also call MOTOROLA at 1-800-453-0920 for warranty service location information.

**V. WHAT THIS WARRANTY DOES NOT COVER:**

- a. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- b. Defects or damage from misuse, accident, water, or neglect.
- c. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- d. Breakage or damage to antennas unless caused directly by defects in material workmanship.
- e. A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-MOTOROLA supplied equipment) which adversely affect performance of the Product or interfere with MOTOROLA'S normal warranty inspection and testing of the Product to verify any warranty claim.
- f. Product which has had the serial number removed or made illegible.
- g. Rechargeable batteries if:
  - 1. Any of the seals on the battery enclosure of cells are broken or show evidence of tampering.
  - 2. The damage or defect is caused by charging or using the battery in equipment or service other than the Product for which it is specified.
- h. Freight costs to the repair depot.
- i. A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with MOTOROLA'S published specifications or the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from MOTOROLA.
- j. Scratches or other cosmetic damage to Product surfaces that does not effect the operation of the Product.
- k. Normal and customary wear and tear.

**VI. PATENT AND SOFTWARE PROVISIONS:**

MOTOROLA will defend, at its own expense, any suit brought against the end user purchaser to the extent that it is based on a claim that the Product or parts infringe a United States patent, and Motorola will pay those costs and damages finally awarded against the end user purchaser in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following:

- a. That MOTOROLA will be notified promptly in writing by such purchaser of any notice of such claim;
- b. That MOTOROLA will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and
- c. Should the Product or parts become, or in MOTOROLA'S opinion be likely to become, the subject of a claim of infringement of a patent, that such purchaser will permit MOTOROLA, at its option and expense, either to procure for such purchaser the right to continue using the Product or parts or to replace or modify the same so that it becomes non-infringing or to grant such purchaser a credit for the Product or parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Product or parts as established by MOTOROLA.

### **RIM Limited Warranty**

Research in Motion Limited ("RIM"), the manufacturer and provider of the BlackBerry solution, comprising the BlackBerry handheld, which together with the BlackBerry Cradle and Holster comprise the BlackBerry hardware, the BlackBerry Desktop Software, and the associated wireless data service and documentation, warrants to YOU, the end-user ("YOU"), that the BlackBerry hardware will be free from defects in workmanship and materials for a period that is the shorter of (i) one (1) year from the date that the BlackBerry hardware was first purchased by YOU as an original end-user and (ii) the period ending upon your breach of the End-User's Agreement entered into when YOU ordered the BlackBerry solution (the "Purchase Warranty Period"). If YOU obtain the BlackBerry hardware through a rental or lease program, or any other non-purchase program, the warranty period (the "Rental Warranty Period") shall be for as long as YOU continue to pay any required rental or lease fees. In no event, however, shall the Rental Warranty Period exceed three (3) years. Continued repair or replacement after the expiration of a Rental Warranty Period shall be at the sole discretion of RIM, and the continuance of a program of repair and replacement after the expiration of the Rental Warranty Period shall not constitute a waiver of RIM's right to terminate this Limited Warranty or to declare that the Limited Warranty is no longer in effect. The Purchase Warranty Period and the Rental Warranty Period shall be hereinafter referred to as the "Applicable Warranty Period", meaning one or the other of the Purchase Warranty Period or the Rental Warranty Period, as the context may require. This Limited Warranty is not transferable. During the Applicable Warranty Period, the BlackBerry hardware, or one or more of the BlackBerry hardware components, will be repaired or replaced at RIM's option, without charge for either parts or labor. If the BlackBerry hardware (or component thereof) is repaired or replaced during the Applicable Warranty Period, the Applicable Warranty Period will expire, if a Purchase Warranty Period, upon the later of the 91st day after repair or replacement or one year from the date of original purchase. If the Applicable Warranty Period is a Rental Warranty Period, the Applicable Warranty Period will expire upon the earlier of YOU failing to pay any applicable charge or fee or three years from the date the BlackBerry hardware was first put into service. Please consult your BlackBerry handheld Installation & User's Guide for instructions on how to obtain customer support for your BlackBerry hardware.

MOTOROLA will have no liability with respect to any claim of patent infringement which is based upon the combination of the Product or parts furnished hereunder with software, apparatus or devices not furnished by MOTOROLA, nor will MOTOROLA have any liability for the use of ancillary equipment or software not furnished by MOTOROLA which is attached to or used in connection with the Product or any parts thereof.

Laws in the United States and other countries preserve for MOTOROLA certain exclusive rights for copyrighted MOTOROLA software, such as the exclusive rights to reproduce in copies and distribute copies of such MOTOROLA software. MOTOROLA software may be used in only the Product in which the software was originally embodied and such software in such Product may not be replaced, copied, distributed, modified in any way, or used to produce any derivative thereof. No other use including, without limitation, alteration, modification, reproduction, distribution, or reverse engineering of such MOTOROLA software or exercise of rights in such MOTOROLA software is permitted. No license is granted by implication, estoppel or otherwise under MOTOROLA patent rights or copyrights.

This Limited Warranty does not apply to normal wear and tear, and does not cover repair or replacement of any BlackBerry hardware damaged by misuse, accident, abuse, neglect, misapplication, omissions due to repairs or modifications made by anyone other than RIM or its authorized service representative. This Limited Warranty does not cover physical damage to the surface of the BlackBerry hardware, including cracks or scratches on the LCD screen. This Limited Warranty does not apply to any equipment other than the BlackBerry hardware as defined in this Limited Warranty, i.e., it does not apply to any alkaline battery provided with your purchase, rental, lease or other means of acquiring the BlackBerry solution, or any damage caused by the leakage or any other malfunction of an alkaline battery or any other accessory or peripheral equipment. This Limited Warranty also does not apply if the malfunction results from the use of the BlackBerry hardware in conjunction with accessories, products, services or ancillary or peripheral equipment not approved or provided by RIM, and where it is determined by RIM that such malfunction is not the fault of the BlackBerry hardware itself. Additionally, if malfunction results from the failure of the user to abide by the Safety Information contained in the package with the BlackBerry solution, the Limited Warranty may be void, and if it is not void, it shall not apply. Data backup is presumed to be the responsibility of the user of the BlackBerry hardware. Neither your Wireless Solution Provider nor RIM is responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the servicing of the BlackBerry hardware, or through the use of synchronization software. In as much as the wireless data service provided as part of the BlackBerry solution is provided via RIM from a third party provider, we cannot guarantee or warrant that the wireless data service will always be available or will always function properly. For this and other reasons, the BlackBerry solution should not be relied upon for the transmission of data relating to emergency or life-threatening or mission critical situations, and RIM disclaims any liability on its behalf and on behalf of its Wireless Solution Providers for events or damages resulting from such reliance or the failure of the wireless data service to perform or to be available for your use of the BlackBerry solution, including, without limitation, the lack of service coverage in the area in which YOU wish to use the BlackBerry solution. To the extent the third party providing the wireless data service provides any warranties or guarantees that may be passed on to YOU, such warranties and/or guarantees are automatically passed

on to YOU without any further effort on your part or on the part of RIM.

REPAIR OR REPLACEMENT OF THE PRODUCT IS THE EXCLUSIVE REMEDY PROVIDED TO YOU. UNDER THE LAWS OF THE STATE OF TEXAS, AND THE LAWS OF THE SEVERAL STATES OF THE UNITED STATES, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND/OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT. UNDER THE LAW OF CANADA, THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY AND/OR QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NEITHER RIM NOR ANY RIM WIRELESS SOLUTION PROVIDER SHALL IN ANY WAY BE LIABLE TO YOU FOR ANY DAMAGES YOU SUFFER OR INCUR (INCLUDING, BUT NOT LIMITED TO, GENERAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE AND PERSONAL INJURY OR WRONGFUL DEATH DAMAGES) ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE BLACKBERRY HARDWARE, EVEN IF RIM OR A RIM WIRELESS SOLUTION PROVIDER ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM SOUNDING IN TORT OR

CONTRACT, OR ON THE WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION. ANY EXTERNAL BATTERIES PROVIDED WITH THE BLACKBERRY HARDWARE ARE PROVIDED AS IS, AND ARE NOT, FOR PURPOSES OF THIS WARRANTY, PART OF THE BLACKBERRY HARDWARE. YOU ASSUME THE RISK OF USING ANY ACCESSORY NOT PROVIDED AS PART OF THE BLACKBERRY SOLUTION. IN NO EVENT SHALL RIM'S LIABILITY TO YOU EXCEED THE PURCHASE PRICE OF THE BLACKBERRY HARDWARE YOU PURCHASED, THE CUMULATIVE SUM OF THE MONTHLY RENTAL FEES FOR ONE (1) YEAR, OR THE COST OF REPAIRING OR REPLACING THE BLACKBERRY HARDWARE, WHICHEVER IS GREATER. THE LIMITED WARRANTY WITH RESPECT TO THE BLACKBERRY DESKTOP SOFTWARE, TO ALL DOCUMENTATION AND TO ANY FIRMWARE RESIDING ON THE BLACKBERRY HARDWARE IS SET FORTH SEPARATELY IN THE SOFTWARE LICENSE AGREEMENT FOUND IN THE BLACKBERRY HANDHELD INSTALLATION & USER'S GUIDE.

This limited warranty gives YOU specific legal rights, and YOU may also have other rights that vary from state to state. Some states may not allow the exclusion of limitation of incidental or consequential damages, may not allow limitations on how long an implied warranty or condition lasts, or allow provisions that permit the warranty to be voided. Thus, the above limitations or exclusions may not apply to YOU.

This Limited Warranty is to be construed in Canada under the laws of the Province of Ontario and in the United States under the laws of the State of Texas, except for any body of law governing conflicts of law.

## EXHIBIT B

### NEXTEL'S SERVICE AND EQUIPMENT TERMS AND CONDITIONS

1. Purchase Orders. Any Purchase Orders shall be subject to this Section and shall describe the Equipment and Services being purchased; the quantity to be purchased; the delivery destinations; the requested delivery dates and any other information required by this Agreement. CONTRACTOR shall accept all Purchase Orders consistent with the terms of this Agreement that are submitted in accordance with this Section. The terms and conditions of this Agreement relating to the purchase of Services and Equipment shall be deemed incorporated into and made a part of each Purchase Order. Any terms and conditions appearing in a Purchase Order or in any acknowledgment or acceptance of a Purchase Order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void.

2. Payment. (a) Billing. END USER is responsible to pay CONTRACTOR, within thirty (30) calendar days from the date of END USER'S receipt of CONTRACTOR'S invoice for Equipment or Service(s) provided by CONTRACTOR to END USER. This shall include, without limitation, interconnect fees and additional charges, as reflected within CONTRACTOR'S Other Fees and Assessments section referenced herein. If END USER has multiple account numbers, END USER will identify with its payment the specific amounts being paid for each account number. The day of the month on which END USER receives an invoice may vary and is subject to change. Service charges will be invoiced to END USER in advance, and usage charges will be invoiced in arrears. Unless otherwise specified in END USER'S rate plan, any unused minutes or other allotted Services under END USER'S rate plan will not be carried over to any other billing cycle. If END USER'S Service is terminated for any reason (including if END USER'S Number is ported) before the end of any billing cycle, no credit or refund will be provided for unused minutes or other allotted Services and any monthly service charge will not be prorated to the date of termination. On occasion, END USER may be billed for Services in a month other than the month in which END USER used the Service. The creation of new cell sites, CONTRACTOR'S implementation of new billing technology, delays in the reporting of international or other roaming charges between carriers, and other similar events may result in such delayed billing. CONTRACTOR may bill END USER on behalf of third party providers of Online Applications that are accessed by END USER through the Equipment. Online Applications are defined herein as Wireless Data Services consist of applications such as email, data, information and other wireless Internet services ("Online Applications"). CONTRACTOR may retain a percentage of these charges before providing the balance to the third party provider of such Online Application.

(b) Payment. END USER shall pay in full all charges for Services provided under this Contract and any rate plan that becomes part of this Contract, including monthly service charges, usage charges, taxes, assessments and any additional fees or charges imposed on END USER in this Contract or on CONTRACTOR and associated with the Service or the Equipment. END USER is responsible for all charges or purchases associated with END USER'S number and Equipment whether or not END USER was the user of the Service or authorized its use.

(c) Service Charges. END USER shall pay all charges for Services selected by END USER as indicated on the invoice of this Contract as part of END USER'S rate plan, and any additional Services selected by END USER. END USER'S rate plan will be offered at the rates and subject to the conditions set forth in the rate plan information provided to END USER at the time of sale. END USER'S RATE PLAN INFORMATION SHALL BE CONSIDERED PART OF THIS CONTRACT. Rates charged to END USER include monthly access charges and may include activation and other fees associated with features such as voicemail and caller identification. Monthly access charges shall begin once END USER'S Service is activated, which may occur before END USER receives the Equipment.

(d) Usage Charges. Depending on the rate plan selected, END USER may incur usage charges for Services such as: wireless calling, Direct Connect<sup>®</sup>, Nationwide Direct Connect<sup>®</sup>, Group Connect<sup>®</sup>, Wireless Data Services and other Services that may be offered from time to time. Usage charges may vary depending on how, where and when END USER uses the Service. END USER may be assessed long distance charges (including international calling) or other charges for "toll-free" calls to 800, 866, 877, 888 and other toll-free numbers. END USER also may be charged for the use of special Services such as 411 services or call-forwarding. Airtime charges will be assessed for the entire period during which a call or Direct Connect<sup>®</sup> transmission is connected to the CONTRACTOR network. A wireless call connection begins approximately when END USER presses the button to initiate an outgoing call or the phone starts ringing for an incoming call and ends approximately when the first party terminates the call. END USER shall be responsible for all charges for incoming wireless calls that are answered. A Direct Connect<sup>®</sup> or Group Connect<sup>®</sup> transmission occurs approximately when END USER presses the button to initiate a transmission and ends approximately six (6) seconds after completion of a communication (i.e., when END USER or another participant releases the button) to which no participant responds. END USER initiates a new Direct Connect<sup>®</sup> or Group Connect<sup>®</sup> transmission if END USER responds more than six (6) seconds after the other participant completes a communication. Nationwide Direct Connect<sup>®</sup> calls use the Direct Connect<sup>®</sup> minutes in your rate plan and incur an additional access charge. Airtime charges for Direct Connect<sup>®</sup> or Group Connect<sup>®</sup> transmissions or Nationwide Direct Connect<sup>®</sup> access are charged to the END USER that initiates the transmission and, unless a rate plan includes unlimited transmissions or access, are calculated by multiplying the duration of the transmission (including the six (6) second period referred to above) by the applicable rate and the number of participants. END USER will not be charged for sending or receiving call alert transmissions ("Call Alerts"), but will be deemed to have initiated a new Direct Connect<sup>®</sup> transmission if END USER responds to a Call Alert, even if END USER responds within six (6) seconds of receiving the Call Alert. Text and numeric messaging will be charged on a per message basis; however, END USER may elect to purchase a certain number of messages for a fixed monthly price. Any messages in excess of END USER'S allotted messages will be charged at the per message rate. Depending on the rate plan, END USER may be charged on a per kilobyte basis (one megabyte equals 1024 kilobytes and one kilobyte equals 1024 bytes), for END USER'S use of Wireless Data Services. Kilobytes may be used for, without limitation, browsing the Internet, accessing Wireless Data Applications and for reading, sending and responding to email. Airtime minutes allotted to END USER under END USER'S rate plan may be used in connection with certain Wireless Data Services. END USERS ARE CHARGED AT LEAST ONE (1) MINUTE OF AIRTIME FOR ALL WIRELESS CALLS AND AT LEAST SIX (6) SECONDS OF AIRTIME FOR ALL DIRECT CONNECT<sup>®</sup> TRANSMISSIONS, REGARDLESS OF LENGTH. AFTER THE INITIAL MINUTE, AIRTIME CHARGES FOR WIRELESS CALLING ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND OR TO THE NEXT MINUTE, DEPENDING ON END USER'S RATE PLAN. AFTER SIX (6) SECONDS, DIRECT CONNECT<sup>®</sup> TRANSMISSIONS ARE ROUNDED-UP AND BILLED TO THE NEXT SECOND. DATA USAGE FOR WIRELESS DATA SERVICES IS ROUNDED TO THE NEAREST ONE-TENTH (1/10) OF A KILOBYTE.

(e) Failure to Pay. END USER acknowledges that time is of the essence with respect to all amounts owed to CONTRACTOR. IF END USER HAS NOT PAID ITS MONTHLY INVOICE IN FULL BY THE DUE DATE, A LATE PAYMENT CHARGE OF THE AMOUNT PERMITTED BY LAW, MAY BE APPLIED TO THE TOTAL UNPAID BALANCE DUE AND OUTSTANDING. THIS LATE PAYMENT CHARGE IS ASSESSED TO RECOVER COSTS FOR END USER'S FAILURE TO PAY AND SHALL NOT CONSTITUTE INTEREST. CONTRACTOR'S acceptance of late or partial payments (even if marked "paid in full" or similar notations) shall not waive CONTRACTOR'S right to collect the full amount due under this Contract, plus any additional amounts charged under this paragraph. If CONTRACTOR obtains the services of a collection or repossession agency or an attorney to assist in remedying any breach of this Contract by END USER, including but not limited to, END USER'S nonpayment of charges, END USER shall be liable for this expense. END USER understands that in the event of nonpayment of charges or any other breach of the terms and conditions of this Contract, in addition to any other remedies CONTRACTOR may have, CONTRACTOR may temporarily or permanently terminate Service to END USER. CONTRACTOR may, but is not required to, reactivate Service to END USER after Service has been suspended or terminated. Before Service may be reactivated, END USER must pay to CONTRACTOR all past due amounts plus a reconnection charge equal to \$25.00 per Number, plus applicable taxes.

(f) Disputed Charges. To dispute any charge, END USER must pay all undisputed amounts when due and submit a written notice to CONTRACTOR within ninety (90) days of the problem or before the end of the third billing cycle after the date upon which the problem occurred, whichever occurs later. END USER WAIVES THE RIGHT TO DISPUTE ANY CHARGES FOR WHICH TIMELY NOTICE IS NOT PROVIDED TO CONTRACTOR. CONTRACTOR shall resolve all disputed charges in its sole discretion. If CONTRACTOR determines that an error was made on END USER'S invoice, CONTRACTOR will credit END USER'S account in the amount of the error. If CONTRACTOR determines that a disputed charge was validly assessed upon END USER, CONTRACTOR will notify END USER and END USER must furnish the amount to CONTRACTOR within a reasonable period of time; or, if authorized by END USER, CONTRACTOR may instead charge END USER'S credit card or debit card by any amount that was validly assessed. If END USER fails to pay any undisputed amount or, after a reasonable period of time, fails to pay any amount determined by CONTRACTOR to have been validly assessed upon END USER, CONTRACTOR may exercise any remedies available to CONTRACTOR under this Contract for non-payment, including termination of the Contract. END USER hereby acknowledges that END USER has read the explanation of rates and charges set forth herein and understands that these rates and charges may be assessed upon END USER, to the extent applicable.

3. Rate Plans. CONTRACTOR will make available to END USER the family of rate plans and as listed in Exhibit A for the life of this Agreement and affirm that discounts will remain fixed as stated herein. CONTRACTOR reserves the right to change, discontinue or introduce promotional rate plans on a quarterly basis. END USER may utilize such new or revised promotional rate plans under the terms and conditions of this Agreement. Additional charges may apply to CONTRACTOR rate plans, which are subject to change, and may vary by market. Such charges may include, but are not limited to, a Universal Service Fund assessment, a Telephone Relay Service charge, and in some states a mandatory state-required E911 fee.

4. Taxes and Fees. END USER shall pay all applicable federal, state, and local taxes and fees ("Taxes") that are imposed on transactions subject to this Agreement. END USER must provide CONTRACTOR with valid and properly executed tax exemption certificates before any such exemption shall become effective. END USER shall be responsible for all Taxes regardless of whether Taxes are: (1) measured by gross receipts from sales made to END USER; (2) imposed as a per-line or per-unit charge; or (3) imposed upon END USER or CONTRACTOR. Taxes include, but are not limited to, the following: federal, state, and local excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, and other taxes and fees. END USER shall not be responsible for Taxes imposed on CONTRACTOR'S net income or property. END USER shall provide CONTRACTOR with the Primary Place of Use (i.e., END USER'S residential street address or primary business address) for each unit activated on END USER'S account, and notify CONTRACTOR of changes in any such address. CONTRACTOR is not required by law to collect certain Taxes. Taxes are subject to change without notice.

5. Shipment; Risk of Loss. Equipment shall be shipped F.O.B. destination. Upon END USER'S acceptance of delivery of the Equipment, all risk of loss, damage, theft, or destruction to the Equipment shall be borne by the END USER. No loss, damage, theft, or destruction of the Equipment, in whole or in part, shall impair END USER'S obligations under this Agreement, including, without limitation, END USER'S responsibility for the payment of service charges due under this Agreement.

6. Use of Service. (a) Unlawful Use Prohibited. END USER shall not use the Service or the Equipment in any unlawful manner (including, but not limited to, use in any aircraft or motor vehicle where prohibited by law, ordinance, or regulation), or in a manner that may be abusive, harassing, threatening or fraudulent. END USER is solely responsible for all content transmitted using the Service or the Equipment and shall not use the Service or Equipment to communicate any (1) harassing, threatening, defamatory, pornographic or obscene messages; (2) unsolicited commercial messages; or (3) unsolicited commercial and/or bulk text or SMS messages. END USER shall not use the Service or Equipment in a manner that could result in damage or risk to the business, reputation, properties, or services of CONTRACTOR or to CONTRACTOR'S subscribers, third parties or to the public generally (e.g., END USER shall not attempt to gain unauthorized access to the Service or any account on the Service, use the Service to infringe the

copyright of another, or upload or transmit any "virus", "worm" or other malicious code). END USER shall not modify, disassemble, deinstall or alter the Equipment in any manner, except in accordance with the use instructions accompanying the Equipment. END USER may not resell or lease the Service or the Equipment to any other person or party.

(b) Change in Service/Number. CONTRACTOR may, at any time, change or remove any Number assigned to END USER when such change is reasonably necessary in the conduct of CONTRACTOR'S business. END USER acknowledges that END USER has no proprietary or ownership rights or interest in END USER'S Number(s) and cannot acquire such rights or interest through usage, publication or otherwise. END USER may not assign its Number to any other Equipment and shall not program any other Number into its Equipment. In the event that wireless number portability becomes available in END USER'S Service Area, END USER may request that its Phone number(s) be ported to another service provider. Upon such request, all amounts then owed to CONTRACTOR (including damages for early termination and any amounts that appear on the final invoice) shall become immediately due and payable, and END USER'S failure to provide timely payment to CONTRACTOR could delay facilitation of END USER'S request.

(c) Wireless Data Services. Wireless Data Services consist of applications such as email, data, information and other wireless Internet services ("Online Applications"). END USER acknowledges that no guarantee or assurance exists that the Online Applications will be compatible, or, if currently compatible, will continue to be compatible, with CONTRACTOR'S network or with END USER'S Equipment or Service. CONTRACTOR does not endorse any Online Application, even if currently compatible with CONTRACTOR'S network or with END USER'S Equipment or Service. CONTRACTOR may, at any time in its sole discretion, disable or discontinue any Online Application for any reason. Use of Wireless Data Services requires Internet compatible Equipment, and is subject to applicable storage, memory or other Equipment limitations. Only certain Internet sites may be accessed by END USER, and certain Wireless Data Services may not be available in all areas where Service is provided. END USER may, from time to time, access through Wireless Data Services statements, opinions, graphics, photos, music, services and other information ("Content"), including Content provided by third parties. END USER acknowledges that CONTRACTOR offers no guarantee or assurance regarding the accuracy, completeness, appropriateness or utility of the Content. END USER also acknowledges that CONTRACTOR does not publish and is in no way responsible for any Content that is provided by third parties. END USER also may establish contact with third parties through Wireless Data Services. CONTRACTOR is not responsible for the actions of third parties contacted by END USER, whether such contact was initiated by END USER or was brought about through an embedded link on the Equipment. Content providers and others have proprietary interests in certain Content. END USER shall not, and will not permit others, to reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate any Content in any manner without the prior written consent of CONTRACTOR, the Content providers, or others with proprietary interests in such Content, as applicable.

(d) Fraud Protection; Network Security. CONTRACTOR may take any action that it deems necessary to (1) protect its network, its rights or the rights of its END USERS and third parties; or (2) optimize or improve its network, its Services and the Equipment. END USER acknowledges that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through Wireless Data Services. CONTRACTOR may, in its sole and absolute discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any END USER preference. CONTRACTOR reserves the right to interrupt Services if END USER'S account (i) appears to have excessive charges; (ii) shows any unusual calling patterns; (iii) to prevent or protect against fraud; (iv) for System maintenance; or (v) for other purposes reasonably necessary to the conduct of CONTRACTOR'S operations and business. CONTRACTOR will make commercially reasonable efforts to contact END USER before any such interruption. Such interruption may be done to protect END USER or CONTRACTOR as CONTRACTOR determines in its sole discretion.

(e) Application Support. CONTRACTOR is often not the developer of Online Applications that are accessible through Wireless Data Services. Therefore, if END USER contacts CONTRACTOR'S END USER Care department regarding use of an Online Application, END USER may be referred to the END

USER care department of the developer of the Online Application, and CONTRACTOR shall not be obligated to support any such Online Application.

(f) Service Availability. Service is generally available to END USER when END USER is within the operating range of the CONTRACTOR network or within the range of a provider with which CONTRACTOR has a reciprocal service arrangement ("Service Area"). END USER'S SERVICE AREA IS SUBJECT TO CHANGE AT ANY TIME IN CONTRACTOR'S SOLE DISCRETION. Service quality and availability within END USER'S Service Area is also affected by conditions CONTRACTOR does not control, including the Equipment, problems associated with interconnecting carriers, power failures, "viruses", obstructions such as buildings or trees, tunnels, atmospheric, geographic or topographical conditions and other conditions. Service also may be limited or temporarily unavailable due to System capacity limitations or system repairs or modifications. CONTRACTOR also may be required during public safety emergencies or when System capacity is otherwise limited to limit access to the CONTRACTOR network for those END USERS that are not then using the Service and connected to the network in order to facilitate communications by public safety organizations such as police and fire departments. In this event, END USERS that have priority access Service will be given access to the CONTRACTOR network before CONTRACTOR'S non-priority access END USERS. CONTRACTOR will not complete calls to 900, 976 or similar numbers for pay-per-call services. Caller identification information may not be available for all incoming calls. International calling may be blocked.

(g) Equipment. END USER acknowledges that CONTRACTOR is not responsible for the operation, quality of transmission, or, unless separate maintenance arrangements have been made between CONTRACTOR and END USER, for maintenance of the Equipment. END USER further acknowledges that Equipment purchased from CONTRACTOR is not compatible with and will not support services provided by other wireless carriers, except for those services provided by an entity operating compatible iDEN<sup>®</sup> equipment or in connection with roaming to certain countries outside of the United States. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING DAMAGE TO THE EQUIPMENT) RESULTING FROM INSTALLATION OF ANY EQUIPMENT BY END USER OR ANY THIRD PARTY.

7. Indemnification. CONTRACTOR will defend, indemnify and hold harmless the END USER against all claims, actions, damages, costs, and liabilities (including reasonable attorney's fees), and all liability to third parties arising from or in connection with any death, bodily injury or damage to tangible personal or real property caused or incurred by the intentional tortious conduct, unlawful conduct, and gross negligence of CONTRACTOR'S employees, subcontractors, or agents while upon the premises of or controlled by END USER. To receive the foregoing indemnities, END USER must promptly notify CONTRACTOR in writing of a claim or suit and provide reasonable cooperation (at CONTRACTOR'S expense) and full authority to defend or settle the claim or suit. CONTRACTOR shall have no obligation to indemnify the END USER under any settlement made without CONTRACTOR 's written consent.

8. Limitation of Liability. (a) CONTRACTOR'S entire liability under this Agreement for any loss or damage caused by a material breach by CONTRACTOR, its employees or agents related to CONTRACTOR'S performance hereunder shall be as follows:

(i) For any claims whatsoever arising from or related to service disruption, regardless of the cause ("Service Disruption"), CONTRACTOR'S sole liability is limited to a credit allowance equal to the proportionate charge to END USER for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

(ii) For any claims not related to Service Disruption involving bodily injury or death or damage to tangible personal or real property caused by the intentional tortious conduct, unlawful conduct, and gross negligence of CONTRACTOR, its employees or agents, CONTRACTOR'S entire liability is limited to reasonable costs of defense and proven direct damages.

(iii) For claims of infringement of patents, copyrights or other intellectual property, the remedies set forth in Section 9, Intellectual Property Indemnification, herein.

(iv) For any other type of claim in any manner related to this Agreement (whether in contract, tort, negligence, strict liability, and whether such claims are based upon tort, statute or otherwise), CONTRACTOR'S entire liability shall be limited to reasonable costs of defense and proven direct damages, not to exceed per claim (or in the aggregate during any twelve (12) month period) the total payments made by END USER under this Agreement for the 12 month period preceding such claim.

(b) IN NO EVENT IS CONTRACTOR LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE, OR LOST SAVINGS OR INCREASED COST OF OPERATIONS, SUSTAINED BY END USER OR ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN.

(c) Nothing herein is intended expressly or implicitly to benefit any person who is not a named party to this contract or to provide any third party (including any user of the Equipment or Service) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. This entire Limitation of Liability provision shall survive termination of this Agreement.

9. Intellectual Property Indemnification. (a) If END USER promptly notifies CONTRACTOR in writing of a third party claim against END USER that any CONTRACTOR Equipment or Service provided under the Agreement, or any material provided by CONTRACTOR which is included in or used in the development or provision of the Equipment or Service, infringes a U.S. patent, copyright, trade secret, or trademark of any third party, CONTRACTOR shall defend such claim at its expense and shall pay any costs or damages that may be finally awarded against END USER. CONTRACTOR shall not indemnify END USER, however, if the claim of infringement is caused by: (1) misuse or unauthorized modification of the Equipment or Service by END USER; (2) failure to use corrections or enhancements made available to END USER by CONTRACTOR; (3) use of the Equipment or Service in combination with any product or information not owned or developed by CONTRACTOR, unless the claim would have arisen solely from the use of the Equipment or Service without combination with such product or information; (4) END USER'S distribution, marketing, or use for the benefit of third parties of the Equipment or Service; or (5) information, direction, specification, or materials provided by END USER.

(b) If any Equipment or Service is found to be infringing, CONTRACTOR shall, at its expense and option, either (i) procure the right for END USER to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing, or (iv) direct the return of the Equipment and refund of the fees and expenses paid for such Equipment and Service and any Equipment and Service that are dependent thereon, less a reasonable amount for END USER'S use of the Equipment and Service up to the time of return. To receive the foregoing indemnities, END USER must promptly notify CONTRACTOR in writing of a claim or suit and provide reasonable cooperation and full authority to defend or settle the claim or suit.

(c) THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATION OF CONTRACTOR AND ANY OF ITS LICENSORS, AND THE EXCLUSIVE REMEDY OF THE END USER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY U.S. PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE EQUIPMENT AND/OR SERVICES OR ANY PART THEREOF.

10. Warranties Disclaimed. (a) Service, Content, Applications: CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO END USER IN CONNECTION WITH ITS USE OF THE SERVICE, CONTENT, AND/OR APPLICATIONS. END USER ACKNOWLEDGES THAT SERVICE DISRUPTIONS WILL OCCUR FROM TIME TO TIME AND, SUBJECT ONLY TO THE LIMITATION OF LIABILITY PROVISION SET FORTH BELOW, AGREES TO WAIVE ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS AND JUDGMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR INDEMNIFICATION,

AGAINST CONTRACTOR ARISING FROM OR RELATED TO ALL SUCH SERVICE DISRUPTIONS.

(b) Equipment: CONTRACTOR DOES NOT MANUFACTURE ANY EQUIPMENT. EXCEPT FOR ANY WARRANTIES THE END USER RECEIVES FROM THE EQUIPMENT MANUFACTURER, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, TO END USER OR TO ANY OTHER PURCHASER OF THE EQUIPMENT, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. END USER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE RELATED TO THE EQUIPMENT. EXCEPT FOR ANY WARRANTIES THE END USER RECEIVES FROM THE EQUIPMENT MANUFACTURER, THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THE MANUFACTURER'S WARRANTIES APPLICABLE TO A GIVEN ITEM OF EQUIPMENT. IF THE EQUIPMENT PROVES DEFECTIVE, ANY COSTS OF NECESSARY SERVICING AND REPAIR WILL BE BORNE BY THE END USER UNLESS OTHERWISE AGREED BY CONTRACTOR IN WRITING. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE, OR LOST SAVINGS OR INCREASED COST OF OPERATIONS, SUSTAINED BY END USER OR ANY THIRD PARTIES ARISING FROM OR RELATED TO THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN.

(c) UNDER CERTAIN CIRCUMSTANCES, SOME JURISDICTIONS MAY NOT RECOGNIZE OR GIVE EFFECT TO, IN WHOLE OR IN PART, WARRANTY DISCLAIMERS. THEREFORE, TO THE EXTENT THAT THE DISCLAIMER OF WARRANTIES SET FORTH HEREIN IS NOT PERMITTED BY APPLICABLE LAW, IT WILL NOT APPLY TO END USER OR SHALL ONLY APPLY TO THE EXTENT PERMITTED BY SUCH APPLICABLE LAW.

11. Termination. (a) END USER may terminate this Agreement for convenience, in whole or in part, upon at least thirty (30) days prior written notice. If END USER terminates all or part of this Agreement for convenience, END USER must pay CONTRACTOR all fees and charges for all Services, work done, and preparations made (including reasonable startup and implementation costs that were to be amortized over future payments) for the terminated portions of the Agreement, including reasonable settlements with subcontractors, reasonable costs of settling the terminated work, and a reasonable allowance for profit for Equipment and/or Service already provided to and accepted by END USER.

(b) In the event either Party breaches a material provision or obligation under this Agreement, then the non-defaulting Party may terminate the Agreement if the defaulting Party does not remedy the breach within the "Cure Period." The Cure Period shall be a minimum of thirty (30) days from the date that the non-defaulting Party provides written notice ("Cure Notice") of such breach to the defaulting Party, and provides such defaulting Party with an opportunity to cure.

(c) END USER shall provide CONTRACTOR with reasonable notice of any lack of allocable funds or appropriation of funds relating to this Agreement. END USER shall be responsible for payment of fees and charges incurred for services provided prior to the date the Agreement is terminated for any such lack of allocable or appropriation of funds.

(d) CONTRACTOR incurs a significant cost in activating Service to END USER, including a large up-front cost in offering Equipment to END USER. These costs are partially recouped over the length of END USER'S Agreement with CONTRACTOR through monthly service rate charges to END USER, which have been established in part for this purpose. If END USER breaches this Agreement or terminates Service for any reason (including by porting its Phone number to another service provider), END USER understands and acknowledges that CONTRACTOR will not receive the full benefit of its Agreement with END USER, in part, because CONTRACTOR will not continue to receive monthly service charges from END USER. As a result, CONTRACTOR shall incur damages that are difficult, if not impossible, to

determine. THEREFORE, IN THE CASE OF END USER'S BREACH OR EARLY TERMINATION WITHIN THE FIRST TWELVE (12) MONTHS OF THIS AGREEMENT, END USER SHALL PAY TO CONTRACTOR (IN ADDITION TO ALL AMOUNTS THEN OWED TO CONTRACTOR) THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH NUMBER ASSIGNED TO END USER'S ACCOUNT AS A REASONABLE ESTIMATE OF THE DAMAGES INCURRED BY CONTRACTOR. This is intended to maintain CONTRACTOR'S overall rate at an acceptable level despite END USER'S early termination and will be assessed without exception unless otherwise provided in this Agreement or by applicable law.

(e) CONTRACTOR will not pay or accept any liability for excess reprourement costs (costs of cover). In the event CONTRACTOR is determined to be in breach of a material obligation under this Agreement and CONTRACTOR fails to remedy such breach within a minimum of thirty (30) days from the date of END USER'S delivery of written notice thereof, END USER'S sole remedy will be to terminate this Agreement.

12. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement (including, but not limited to, installation, delivery and liquidated damages), neither Party shall be liable for loss or damage or be deemed to be in breach of the Agreement due to such Party's failure or delay of performance, wholly or in part, if such failure or delay is due to causes beyond a Party's reasonable control or beyond the reasonable control of its subcontractors or agents whether foreseen or unforeseen, including, but not limited to, acts of God, fire, flood, explosion, vandalism, or unusually severe weather; any law, order, regulation or request of the United States government or of any government having jurisdiction or of any agency, commission, court or other instrumentality of any one or more of such governments; national emergencies; acts of civil or military authority; riots; wars; strikes, terrorist acts; criminal or malicious acts of third parties, lockouts, work stoppages or other such labor difficulties; loss or interruption of electrical power or other public utility; cable cuts; transmission tower damage; or acts or omissions of the local exchange company or other third party beyond the reasonable control of a Party. Any failure or delay of performance resulting therefrom that a Party has been unable to avoid or overcome by the exercise of due diligence shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

13. Privacy; Notice Regarding Emergency Calls; END USER Information. (a) Privacy. Wireless systems use radio channels to transmit communications that may be accidentally or intentionally intercepted. Although federal and state laws may make it illegal for third parties to listen in on END USER'S Service, privacy cannot be guaranteed. CONTRACTOR SHALL NOT BE LIABLE TO END USER OR TO ANY THIRD PARTY FOR EAVESDROPPING ON OR INTERCEPTION OF COMMUNICATIONS MADE WHILE USING THE SERVICE OR THE EQUIPMENT.

(b) 911 or Other Emergency Calls. The Service does not interact with 911 and other emergency services in the same manner as non-wireless or landline telephone services. Depending on END USER'S location, the type of Equipment being used, the type of equipment being utilized by any applicable emergency services provider, and the circumstances and conditions of a particular call, END USER'S phone number and/or location may not be identifiable to emergency services providers and END USER may not be connected to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. CONTRACTOR is deploying wireless Enhanced 911 ("E911") compatible Equipment that meets applicable Federal Communications Commission ("FCC") requirements and that is designed to help public safety authorities locate users of the Service who make 911 calls. However, E911 service that is compatible with the FCC technical requirements is not available in all areas, and even in those areas where it is available, it is not entirely reliable. Moreover, if END USER'S Equipment is not GPS-enabled, emergency services personnel may have much less precise location information about the END USER, compared to the information available to them if END USER'S Equipment was GPS-enabled. The information available to emergency service providers may also be limited if END USER'S number or numbers are in the process of being ported. END USER acknowledges that E911 service is not available in all areas, is not completely reliable and is further limited when using non-GPS enabled Equipment or during the number porting process. END USER AGREES TO WAIVE ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS AND JUDGMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIMS FOR INDEMNIFICATION, AGAINST CONTRACTOR ARISING OUT OF THE USE OR ATTEMPTED USE OF CONTRACTOR'S SERVICE TO ACCESS 911 OR OTHER EMERGENCY

SERVICES. END USER consents to CONTRACTOR'S disclosure of END USER information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, END USER'S name, address, Number, and the location of the user of the Service at the time of call.

(c) Access, Use and Disclosure of END USER Information and Communications. END USER acknowledges and agrees that CONTRACTOR may access, use, and disclose to third parties, any information whether personally identifying information, or "END USER proprietary network information" ("CPNI") within the meaning of 47 U.S.C. § 222 and its implementing regulations ("CPNI Regulations") that CONTRACTOR collects, possesses or develops about END USER to: (1) provide END USER with Equipment, Service, or END USER support; (2) conduct marketing activities in accordance with applicable law (END USER may opt out of any such marketing by contacting CONTRACTOR); (3) enable END USER to switch to a new service provider (either CONTRACTOR or another service provider) while retaining the same phone number; (4) provide handset-based or network-based geographic information services via CONTRACTOR-provided or third party software Applications; (5) comply with applicable law; or (6) respond to emergencies. END USER acknowledges that any information that identifies END USER (e.g., END USER'S name and Number) and calls made by END USER may appear on the Equipment or bill of a person or party that receives END USER'S call. CONTRACTOR may access, use, disclose, record or monitor any communications to or from END USER or any other person to protect CONTRACTOR'S rights or property or those of other END USERS, as permitted by law.

(d) Geographic Information Services. Consistent with the foregoing, END USER acknowledges and agrees that CONTRACTOR or a third party application service provider may access, use, and disclose to third parties the geographic location of END USER'S Equipment to provide END USER with any geographic information service which END USER accesses through the Service or Equipment. If END USER utilizes any such service and there are additional users on END USER'S account, END USER shall clearly, conspicuously, and regularly notify all individual users of the Service that location information (i.e., the geographic coordinates of the Equipment) may be accessed, used, or disclosed in connection with the Service. END USER AGREES TO WAIVE ANY AND ALL CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS, OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) AGAINST CONTRACTOR ARISING OUT OF A BREACH OF END USER'S OBLIGATION TO NOTIFY USERS AS SET FORTH IN THIS SECTION OR END USER'S USE OF ANY GEOGRAPHIC INFORMATION SERVICE OR LOCATION INFORMATION.

(e) Confidential Information. Commencing on the Effective Date of this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each Party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing Party or otherwise discovered by the receiving Party during the Term of this Agreement, including but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing Party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The Parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving Party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing Party; (d) is developed independently by the receiving Party without reference to the Confidential Information; or (e) is required to be disclosed by statute, regulation, court or government order, or otherwise by law.

14. Order of Precedence. In the event of an inconsistency or conflict between or among the provisions of the End User Agreement and these terms, the inconsistency or conflict shall be resolved by giving precedence to the following documents as follows: (i) The End User Agreement, these terms and conditions; (ii) CONTRACTOR'S proposal submitted to H-GAC in response to H-GAC'S solicitation CW05-02; and (iii) H-GAC'S solicitation CW05-02. In the event of inconsistency among the main body of this Agreement and the Attachments, the order of precedence shall be the main body of this Agreement and the Attachments in alphabetical or numerical order.

15. Disputes. Any dispute arising between the Parties relating to this Agreement, which is not resolved by mutual agreement of the Parties, will be promptly submitted in writing to the other Party in accordance with the Notice requirements of the Agreement. The Parties shall designate individuals with authority to resolve the dispute and such individuals shall work diligently and in good faith to resolve the dispute within thirty (30) days. In the event the Parties are unable to resolve the dispute within thirty (30) days, either Party may refer the dispute to a court of competent jurisdiction or, if both Parties agree, to mediation, arbitration or other alternative dispute resolution method. Each Party shall continue to perform its obligations under the Agreement pending final resolution of the dispute. Except as otherwise provided under the Agreement, END USER and CONTRACTOR shall each bear its own costs and expenses incurred in connection with dispute resolution pursuant to this Agreement. In addition, END USER and CONTRACTOR shall share equally all third party costs in connection with any attempt to resolve disputes pursuant to this Agreement, unless otherwise agreed.

16. Assignment. Neither Party may assign this Agreement or any rights hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that CONTRACTOR may assign this Agreement to any parent, subsidiary or affiliate of CONTRACTOR or to any purchaser of all or substantially all its assets upon written notification to END USER. Subject to the restrictions contained herein, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto.

17. Independent Contractor. CONTRACTOR is and shall perform these services as an independent contractor and as such, shall have and maintain complete control over all of its employees, agents and operations. Neither CONTRACTOR nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of END USER. The Parties understand and agree that this Agreement is not intended to create and does not create a joint venture, partnership, or agency relationship. Each Party shall be conclusively deemed to be an independent contractor and not under the control or supervision of the other Party, except as it pertains to the quality control over the use of the other Party's trademarks.

18. Severability; Waiver; Headings. If any portion of this Agreement is held or determined to be invalid or unenforceable, the remaining provisions will not be affected thereby. The failure of a Party to object to, or to take affirmative action with respect to, any conduct of the other Party which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct. Any waiver, in whole or in part, of any provision hereof shall not be construed as a waiver of any other provision hereof, or as a future waiver of any subsequent breach by a Party. The headings of sections of this Agreement are for the convenience of the Parties only and shall not be considered in any interpretation of this Agreement.

19. Publicity. Neither Party shall: (a) use any service mark or trademark of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication unless it obtains the other Party's prior written approval.

20. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to CONTRACTOR and END USER, and nothing contained in this Agreement shall give or allow, expressly or implicitly, any such claim or right of action to benefit any person who is not a named party to this Agreement to provide any third person on such Agreement, including but not limited to subcontractors, consultants, and suppliers. It is the express intention of CONTRACTOR and END USER that any party or person other than CONTRACTOR and END USER receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. Examination of Records. CONTRACTOR shall maintain in accordance with applicable law and generally accepted commercial standards all relevant records relating to this Agreement for a period of four (4) years following the date of acceptance of final payment under the Agreement. Upon reasonable prior written notice, CONTRACTOR shall make records relating to the Agreement available to END USER at

CONTRACTOR'S business offices during normal business hours for inspection, examination or audit. Further, due to the highly sensitive and proprietary nature of CONTRACTOR'S records, any third party auditor acting on behalf of the END USER shall be subject to prior approval by CONTRACTOR and may be required at CONTRACTOR'S sole discretion to execute CONTRACTOR'S standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing CONTRACTOR'S records.

## EXHIBIT C

### END USER AGREEMENT FOR WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES

THIS END USER AGREEMENT (hereinafter the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter the "Effective Date") by and between Nextel of Texas, Inc., d/b/a Nextel Communications, a Texas corporation with a mailing address c/o Nextel Communications at 2001 Edmund Halley Drive, Reston, VA 20191 (hereinafter referred to as "Contractor"), and \_\_\_\_\_ with an office at \_\_\_\_\_ (hereinafter the "END USER"), under the Houston-Galveston Area Council of Governments ("H-GAC") Contract for Wireless Telecommunications Equipment and Services No. CW05-02, dated June 13, 2005 (hereinafter the "H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to H-GAC End User participants who have entered into an Interstate Interlocal Contract, including but not limited to, departments, agencies, authorities, commissions, boards, counties, cities, townships and other political subdivisions. End User and Contractor are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. End User agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the End User is authorized to participate under the H-GAC Contract pursuant to an Interlocal Contract with H-GAC.
2. Equipment and Services. Upon execution by the Parties of this Agreement, and confirmation of End User's authorization as provided in Section 1 above to Contractor's satisfaction, the End User shall be authorized to submit purchase orders for the purchase of Contractor's Equipment and/or Services. The End User acknowledges and agrees that all purchase orders for Equipment and Service issued by the End User pursuant to this Agreement are subject to the terms and conditions of Exhibit B to the H-GAC Contract. Any terms and conditions contained in a purchase order or in any acknowledgment or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the H-GAC Contract, the terms and conditions of the H-GAC Contract shall have precedence.
3. Term. The term for which Services shall be provided by Contractor shall commence on the Effective Date and continue for a period of [\_\_\_\_\_] months [**Minimum of 12**] from the Effective Date. Thereafter, this Agreement shall automatically renew for an additional one-year period unless either Party notifies the other in writing at least 30 days prior to the end of the initial 12-month period. Upon expiration of this Agreement, the Parties may agree to extend this Agreement as mutually agreed by the Parties provided that the H-GAC Contract is still in effect. Notwithstanding the foregoing, in the event that the H-GAC Contract terminates for any reason or expires, and this Agreement is still in effect, this Agreement will continue pursuant to its terms for the stated duration pursuant to the terms set forth in Exhibit B to the H-GAC Contract.
4. Incorporation by Reference. Attachment A to the H-GAC Contract as may be amended from time-to-time, including all Attachments and Exhibits and Exhibit B to the H-GAC Contract, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.
5. H-GAC Not Liable for End User Purchases. Contractor and End User acknowledge and agree that End User shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the End User pursuant to this Agreement and that in no event shall H-GAC be liable for any End User's obligations hereunder.
6. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles.

7. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

End User:

Contractor:

Nextel Communications  
2001 Edmund Halley Drive  
Mail Stop A2-5  
Reston, VA 20191  
Attn: Rexford R. Gile, 3<sup>rd</sup>, CPCMC  
Senior Contracts Manager

8. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

**Nextel of Texas, Inc.,  
d/b/a Nextel Communications**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: H. Leon Frazier

Title: \_\_\_\_\_

Title: Vice President

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

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