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Sprint Ref. #**BSG1409-0689**

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 Manager
 Contract Negotiations & Management

December 19, 2014

Brian Denzel
 Purchasing Coordinator
 Houston Galveston Area Council
 3555 Timmons Lanes, Suite 120
 Houston, TX 77027

Re: Pricing Updates to Sprint Wireless Contract #CW10-14 (#BSG1409-0689)

Dear Mr. Denzel,

Upon receipt of written approval from the Houston Galveston Area Council (“H-GAC”), Sprint Solutions, Inc. (“Sprint”) is excited to make available to the H-GAC and the H-GAC End Users (collectively known as, “HGAC End User” or “Customer”) the following price changes (reference #BSG1409-0689) under Contract No. CW10-14 (“Contract”).

- Effective immediately upon approval from HGAC, the parties agree to add the following new “Sprint Government Choice Value Plan” to Contract No. CW10-14 as provided below:**

1.1 Sprint Government Choice Value Plan

Sprint Government Choice Value Plan	
NET MRC	\$47.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	400
Anytime Minutes Overage	\$0.25/minute
Sprint Mobile-to-Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included ¹
Direct Connect® and Group Connect®	Unlimited
Nationwide Long Distance	Included
Caller ID & Voice Mail	Included
Unlimited internet browsing and e-mail	Included
Unlimited Messaging	Included
Data Roaming	\$0.002/KB
Upgrade Term	24 Months
Premium Data Requirement	Included

¹ Corporate-Liable Active Units on the Sprint Government Choice Value Plan with SDC will share Anytime Minutes with only the Business Essentials family of plans.

- Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.

2. Effective immediately upon approval from HGAC, the parties agree to add the following new “Sprint Government Choice Economy Plan” to Contract No. CW10-14 as provided below:

2.1 Sprint Government Choice Economy Plan

Sprint Government Choice Economy Plan	
NET MRC	\$49.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	400
Anytime Minutes Overage	\$0.25/minute
Sprint Mobile-to-Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included ¹
Direct Connect® and Group Connect®	Unlimited
Nationwide Long Distance	Included
Caller ID & Voice Mail	Included
Unlimited internet browsing and e-mail	Included
Unlimited Messaging	Included
Upgrade Term	24 Months
Premium Data Requirement	Included
Data Roaming	Included*

* Data roaming is subject to the data roaming sections of the Wireless Services Product Annex.

¹ Corporate-Liable Active Units on the Sprint Government Choice Economy Plan with SDC will share Anytime Minutes with only the Business Essentials family of plans.

- 1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- 2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.

3. Effective immediately upon approval from HGAC, the parties agree to add the following new “Sprint Custom 300 Smartphone Plan” to Contract No. CW10-14 as provided below:

3.1 Sprint Custom 300 Smartphone

	Custom 300 Smartphone Voice & Data
Net MRC Service Pricing Discounts will not apply	\$37.99 NET MRC
Anytime Minutes	300
Anytime Minutes Overage	\$0.40/minute
Sprint Mobile-to-Mobile	Included
Unlimited Direct Connect® and Group Connect®	Included
Unlimited Nights & Weekends starting at 9 pm	Unlimited
Pooled Anytime Minutes	Included

	Custom 300 Smartphone Voice & Data
Nationwide Long Distance	Included
Voice Roaming	Included
Caller ID & Voice Mail	Included
Unlimited Internet Browsing and Email	Included
Data Roaming	Included*
Domestic Messaging	Unlimited
Premium Data	Included
Device Availability ¹	LG Optimus F3 ¹

*Data roaming is subject to the data roaming sections of the Wireless Services Product Annex.

¹ Price plan is only applicable for select devices including LG Optimus F3, and other comparable devices to be agreed upon by the parties.

- A. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.
- C. Corporate-Liable Active Units on the Sprint Custom 300 Smartphone will share Anytime Minutes with only the Business Essentials family of plans.

4. Effective immediately upon approval from HGAC, the parties agree to add the following new “Spireon FleetLocate Trailer Management Solution” to Contract No. CW10-14 as provided below:

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

Charges

	FL12 Trailer Device	FL22 Trailer Device
MRC	\$12.95*	\$14.95*
Data Services in Megabytes (“MB”)	5MB	5MB
Overage per KB	\$0.003	\$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	\$27.95	\$27.95
Trailer Device Fee**	\$249	\$300
Minimum Service Term	3 Years	5 Years

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

** The Device Activation Fee and the Trailer Device Fee are each one-time charges that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-A.

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

- B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. **Technical Support.** For technical support related to the FleetLocate Trailer Solution-A, Customer should call Spireon at 866-398-4087.

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

A. Charges

	FL12 Trailer Device	FL22 Trailer Device
MRC	\$19.95*	\$20.95*
Data Services in Megabytes ("MB")	5MB	5MB
Overage per KB	\$0.003	\$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	\$27.95	\$27.95
Minimum Service Term	3 Years	5 Years

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

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

- (1) Activations of the FleetLocate Trailer Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) Customer may not transfer Trailer Devices from the FleetLocate Trailer Solution-B to the Spireon FleetLocate Trailer Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.
- B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. **Technical Support.** For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-4087.

5. Effective immediately upon approval from HGAC, the parties agree to add the following new “Spireon FleetLocate Asset Solution” to Contract No. CW10-14 as provided below:

5.1 SPIREON FLEETLOCATE ASSET SOLUTION – OPTION A. The Spireon FleetLocate Asset Solution – Option A (“FleetLocate Asset Solution-A”) includes a web-based asset tracking Application from Spireon, Inc. (“Spireon”) that provides one or two location pings each day to enable Customer to monitor its assets and inventory (“Spireon Asset Application”). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon (“FL700 Device”). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the FL700 Device. F700 Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint’s sole discretion. Title to the FL700 Devices remains with Spireon.

A. Charges

MRC	\$10.95*
Data Services in Megabytes (“MB”)	1MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
FL700 Fee**	\$249

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

** The Device Activation Fee and the FL700 Fee are each one-time charges that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-A.

- (1) Activations of the FleetLocate Asset Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-A.

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

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

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

A. Charges

MRC	\$18.95*
Data Services in Megabytes ("MB")	1MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

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

** The Device Activation Fee is a one-time charge that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-B.

- (1) Activations of the FleetLocate Asset Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-B. Customer may not transfer FL700 Devices from the FleetLocate Asset Solution-B to the Spireon FleetLocate Asset Solution – Option A Business Plan prior to the expiration of the three year Minimum Service Term.

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

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

6. **Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Fleet Management Solution" to Contract No. CW10-14 as provided below:**

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

A. Charges

MRC	\$29.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Garmin	\$5.00*
Garmin Activation Fee	\$24.00
Power Take-Off Tracking	\$3.00

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

** The Device Activation Fee is a one-time charge that will be applied for each FL18 Device activated with the FleetLocate Fleet Solution.

- (1) Activations of the FleetLocate Fleet Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Fleet Solution may not be purchased in conjunction with certain Sprint promotions or contests.
 - (2) A three year Minimum Service Term is required for the FleetLocate Fleet Solution.
 - (3) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Fleet Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the Garmin FMI cable, installation, service and the messaging tab in the FleetLocate Fleet Solution user interface. The Garmin personal navigation device is not included. The Garmin Activation Fee is a one-time charge that will be applied for each Garmin feature activated with the FleetLocate Fleet Solution.
 - (4) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle.
- B.** Customer's use of the Spireon Fleet Application and the FL18 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Fleet Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL18 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. Technical Support.** For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-7906.
- 7. Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Powered Equipment Management Solution" to Contract No. CW10-14 as provided below:**

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

A. Charges

	FL12EQ Powered Equipment Device
MRC	\$12.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

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

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

- (1) Activations of the FleetLocate Powered Equipment Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.
- B.** Customer's use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer

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

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

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

A. Charges

	FL12EQ Trailer Device
MRC	\$19.95*
Data Services in Megabytes (“MB”)	5MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Minimum Service Term	3 Years

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

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

- (1) Activations of the FleetLocate Powered Equipment Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) Customer may not transfer Powered Equipment Devices from the FleetLocate Powered Equipment Solution-B to the Spireon FleetLocate Powered Equipment Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.

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

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

8. Effective immediately upon approval from HGAC, the parties agree to add the following new “Geotab GO6 Solution” to Contract No. CW10-14 as provided below:

8.1 Geotab GO6 Solution - General.

- A.** MyGeotab is a cloud-based fleet management Application from Geotab, Inc. (“Geotab”). The Business Plans set forth in this section are available only for activation on Geotab’s GO6 devices utilizing the MyGeotab Application. Equipment, including GO6, Garmin or Android devices, accessories, installation,

professional services, Sprint Data Access Plans, and maintenance support are not included. Customer may purchase these products and services from Sprint or a Sprint-authorized provider for an additional charge. In Sprint's sole discretion, MyGeotab may not be purchased in conjunction with certain Sprint promotions or contests.

- B. Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at <http://my.geotab.com>. The Geotab Terms are subject to change without prior notice to Customer.
- C. For technical support related to Customer's Geotab solution, including MyGeotab, Customer should call (800) 397-7102.

8.2 Charges

	Geotab Basic	Geotab Professional	Geotab Professional + Hours of Service (HOS)
MRC	\$14.45*	\$18.75*	\$21.00*
MyGeotab	Included	Included	Included

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

- A. A one year Minimum Service Term is required.

8.3 Features

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

9. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Business Application Add-On" to Contract No. CW10-14 as provided below:

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

A. Sprint Business Applications Add-Ons

Application	Monthly Recurring Charge	Non-Recurring Charge
Canvas Forms	\$20.00	\$0

- B. Certain applications require the purchase of a data Business Plan Depending upon Customer's device, a BlackBerry data plan may be required instead.
- C. **Service Pricing Discounts.** Sprint Business Applications are not eligible for Service Pricing Discounts.

10. Effective immediately upon approval from HGAC, the parties agree to add the following new “Google Apps for Work” solution to Contract No. CW10-14 as provided below:

10.1 Google Apps for Work. Google Apps for Work (“Google Apps”) is a suite of cloud-based business applications and value added services from Google, Inc., (“Google”) that allow employees to connect and collaborate in real time and on the move by storing, sharing and editing documents in order to work more effectively.

- A. Pricing.** For each Google Apps Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) “MRC” or Annual- Recurring Charge(s) “ARC”, as identified in the table below, unless otherwise noted.

	MRC	ARC
Google Apps for Work	\$5.00	\$50.00
Google Apps Unlimited	\$10.00	\$120.00
Domain Service	N/A	\$20.00
UberConference for Business	\$10.00	N/A
UberConference for Business	\$20.00	N/A
Carefree Cloud Deployment and Support		
Group	N/A	\$500.00
Professional	N/A	\$4,000.00
Enterprise	N/A	\$7,500.00
Carefree Cloud End User Support		
Online Training	N/A	\$10.00
Live Call Support	\$4.00	\$25.00
Complete Support	\$5.00	\$30.00

- B. Service Pricing Discounts.** Google Apps are not eligible for Service Pricing Discounts.
- C. Additional Terms.** Customer must comply with the Sprint Productivity Marketplace Terms of Service which are incorporated into this Contract as posted to www.sprint.com/ratesandconditions.
- D.** The Google Apps pricing, terms and conditions are subject to change without prior notice to Customer.
- E.** In the event of a conflict between the terms and conditions of the Contract and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including Google Apps for Work and any related value added services.

11. The parties agree that the following applies to Customers of Sprint Products and Services under Contract No. CW10-14 that purchase Services and Products that may be eligible for discounts or other benefits under the Federal Universal Service Fund Schools and Libraries Program (“E-Rate Program”):

- A.** Certain Customers of Sprint Products and Services under the Contract purchase Services and Products that may be eligible for discounts or other benefits under the Federal Universal Service Fund Schools and Libraries Program (“E-Rate Program”) and administered by the Universal Service Administrative Company (“USAC”) or other administrative body designated by the Federal Communications Commission (“FCC”), or under state or local corollaries to the E-Rate Program (collectively, “Support”).
- B.** Effective July 1, 2015, E-Rate Support for certain services will be eliminated or reduced pursuant to FCC order, and cost allocation requirements for wireless carriers will change.
- C.** In order for Sprint to comply with the E-Rate Program, effective July 1, 2015: i) all Customers utilizing E-Rate Support will be required to purchase Corporate-Liable Active Units at Suggested Retail Price (“SRP”) with no Minimum Service Term, when opting to upgrade, replace, or activate a new device; and ii) Sprint in its discretion may offer Business Plans exclusively for use by Customers utilizing E-Rate Support.
- D.** Wireless Device Pricing and Upgrade Terms for Customers utilizing E-Rate Support, effective July 1, 2015:
- (i) Wireless Device Pricing.** New Corporate-Liable Active Units shall be eligible to purchase a device at Suggested Retail Price (“SRP”) for selected Business Plans with no Minimum Service Term.
 - (ii) Upgrade Terms.** Existing Corporate-Liable Active Units may be upgraded or replaced at Suggested Retail Price for a device with no Minimum Service Term.

12. Effective immediately upon approval from HGAC, the parties agree to add the following new “Sprint® Business Fusion Plans” to Contract No. CW10-14 as provided below:

12.1 Sprint® Business Fusion Plans

A. Sprint Business Fusion - Smartphone Plans

Smartphone Plans	MRC*	Overage charge for additional data services usage above plan limit in Megabytes (“MBs”) and Gigabytes (“GBs”)
Unlimited Talk and Text Plan	\$35	N/A
Unlimited Data Plan	\$30	N/A
2GB Pooled Data Plan	\$20	\$0.015/MB (\$15/GB)
1GB Pooled Data Plan	\$15	\$0.015/MB (\$15/GB)

* Service Discount is not applicable.

- (1) Customer will receive a \$20 monthly discount off the Unlimited Talk and Text Plan MRC for Smartphones purchased at Suggested Retail Price (“SRP”) without a device Minimum Service Term. Discounts are applied within 2 bill cycles and discounts are not prorated.
- (2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.
- (3) Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan.
- (4) The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer’s Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.015 per MB (\$15 per GB) overage charge.
- (5) Roaming is limited to 100 MBs or a majority of kilobytes (“KBs”) for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.
- (6) Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Section 3.1.C(1) below, if such Smartphones and devices are under the same billing account number.

B. Sprint Business Fusion - Feature Phone Plans

Feature Phone Plans	MRC*
Unlimited Talk and Text Plan	\$30
Unlimited Data Plan	\$5

* Service Discount is not applicable.

- (1) Customer will receive a \$10 monthly discount off the Unlimited Talk and Text Plan MRC for feature phones purchased at SRP without a device Minimum Service Term. Discounts are applied within 2 bill cycles and discounts are not prorated.
- (2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect, and Group Connect; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.
- (3) Customer may add unlimited data to the Unlimited Talk and Text Plan for the MRC stated above. Data Roaming is limited to 100MBs or a majority of KBs for the Unlimited Data Plan. If Customer does not choose the Unlimited Data Plan, Sprint will block data for feature phones activated on a Sprint Business Fusion Feature Phone Plan.

C. Sprint Business Fusion - Pooled Data Plans

Pooled Data Plans								
Plan Size	1MB	5MB	25MB	100MB	1GB	3GB	6GB	12GB
MRC*	\$4.00	\$6.00	\$8.00	\$10.00	\$15.00	\$35.00	\$50.00	\$80.00
Overage charge for additional data usage	\$1 per MB	\$1 per MB	\$1 per MB	\$0.015/MB (\$15 per GB)	\$0.015/MB (\$15 per GB)	\$0.015/MB (\$15 per GB)	\$0.015/MB (\$15 per GB)	\$0.015/MB (\$15 per GB)
Data Roaming limitation	Majority of KBs	Majority of KBs	Majority of KBs	25MBs	100MBs	100MBs	300MBs	300MBs
Overage charge for additional data Roaming usage	\$0.25 per MB	\$0.25 per MB	\$0.25 per MB	\$0.25 per MB	\$0.25 per MB	\$0.25 per MB	\$0.25 per MB	\$0.25 per MB
Data Pooling	Included	Included	Included	Included	Included	Included	Included	Included

*Service Discount does not apply.

- (1) **Data Pooling.** Data usage will be pooled among devices in the same pooling group and with the same billing account number. The 3 pooling groups are: (a) 1MB to 25MB Pooled Data Plans (“Pool Group One”); (b) 100MB to 3GB Pooled Data Plans (“Pool Group Two”); and (c) 6GB and 12GB Pooled Data Plans (“Pool Group Three”) (each a “Pooling Group”). Data usage on Smartphones activated on the 1GB or 2GB Pooled Data Plan set forth in Section 3.1.A above will pool with other devices in Pool Group Two. Data Roaming limitations are applied on a per device basis and Roaming data usage does not pool.
- (2) Third party, non-Sprint branded M2M Devices that have been approved by Sprint (“Third Party M2M Devices”) may be activated on any of the Pooled Data Plans set forth in the table above. Routers may be activated on a 100MB or greater Pooled Data Plan. Tablets may be activated on a 1GB or greater Pooled Data Plan. Mobile broadband devices may be activated on a 3GB or greater Pooled Data Plan.
- (3) The data allowance for the Pooled Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. If Customer’s data usage in a given month exceeds the Pooled Data Plan’s Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer’s usage in a given month exceeds both the Pooled Data Plan’s Data Services limitation and Data Roaming limitation.
- (4) Roaming is not available on the Sprint 4G Network at this time.
- (5) The data usage limitations and restrictions set forth in the Government Wireless Product Annex will apply.

13. Effective immediately upon approval from HGAC, the parties agree to add the following new “Sprint Data & Flat Rate E-Rate Standalone Voice Plan” to Contract No. CW10-14 as provided below:

13.1 Sprint Data & Flat Rate E-Rate Standalone Voice Plan

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

Monthly Recurring Charge (“MRC”)	NET \$30.00
Per-Minute Rate for All Voice Minutes Used, including Anytime Minutes, Nationwide Long Distance, Domestic Roaming, & Domestic Roaming Long Distance	\$0.06
Direct Connect® and Group Connect	\$0.06
Shared Minutes	Not Available
Caller ID & Voice Mail	Included

Unlimited email and web data	Included
Data Roaming limitation in Megabytes ("MB")	100 MB
Overage charges for additional data Roaming usage above plan limit	\$0.25 per MB ¹
Unlimited Direct Connect® and Group Connect®	Included
Premium Data	Included
Device Limitation	Suggested Retail Price Only

¹ If Customer's data roaming usage in a given month exceeds the Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds the Data Services limitation and the Data Roaming limitation.

(1) The Sprint Data & Flat Rate E-Rate Standalone Voice Plan is only available on new activations for Customer's utilizing E-Rate Support with a device purchased from Sprint at the Suggested Retail Price.

B. Customer is eligible to add one of the below Text plans to units activated on the Sprint Data & Flat Rate E-Rate Standalone Voice Business Plan:

Messaging Plan	MRC	Additional Messages
300 Messages	\$1 NET OF ALL DISCOUNTS	\$0.20
1000 Messages	\$5 NET OF ALL DISCOUNTS	\$0.20
Unlimited Messages	\$7 NET OF ALL DISCOUNTS	N/A

C. Sprint Data & Flat Rate Voice Business Plans may not be available on all devices.

14. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Flat Rate E-Rate Standalone Voice Plan" to Contract No. CW10-14 as provided below:

14.1 Sprint Flat Rate E-Rate Standalone Voice Plan

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

Monthly Recurring Charge ("MRC")	\$0 NET MRC; Government Service Pricing Discount will not apply
Per Minute Rate for all voice minutes used including Anytime Minutes, Domestic Roaming, Domestic Roaming Long Distance, and Nationwide Long Distance.	\$0.06
Shared Minutes	Not Available
Per Minute Rate for Direct Connect® and Group Connect	\$0.06
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Included
Unlimited Nights and Weekends beginning at 9PM.	Included
Device Limitation	Suggested Retail Price Only

(1) The Sprint Flat Rate E-Rate Standalone Voice Plan is only available on new activations for Customer's utilizing E-Rate Support with a device purchased from Sprint at the Suggested Retail Price.

(2) Customer may add one of the below Text plan to units activated on the Sprint Flat Rate E-Rate Standalone Voice Plan.

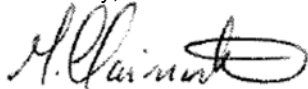
Messaging Plan	MRC	Additional Messages
300 Messages	\$1 NET OF ALL DISCOUNTS	\$0.20
1000 Messages	\$5 NET OF ALL DISCOUNTS	\$0.20
Unlimited Messages	\$7 NET OF ALL DISCOUNTS	N/A

All other terms and conditions of Contract #CW10-14 will remain in full force and effect. To signify H-GAC's acceptance of the pricing updates and changes outlined in this letter, please send an approval letter signed by an authorized HGAC representative and referencing Sprint pricing # BSG1409-0689 to Sprint at the following address:

Attn: Michaela Clairmonte
Sprint
12502 Sunrise Valley Drive
Mail Stop #VARESA0208
Reston, VA 20196
Michaela.Clairmonte@sprint.com

Should you have any questions regarding this pricing, please contact your Sprint GPO Account Manager, Jeff Spain at 615-416-5281 or Jeff.Spain@sprint.com.

Sincerely,



Michaela Clairmonte
Manager, Contracts Negotiations & Management
Sprint

Cc: Jeff Spain, Sprint

Sprint — Approved as to Legal Form
HRF
18 Dec 14

