

Attachment 1: Sprint Acceptable Use Policy

Effective March 14, 2014

WEBSITE, USE & NETWORK MANAGEMENT TERMS

The following terms apply to your use of and access to any Sprint Corporation together with its subsidiaries, affiliates, agents, and licensors (collectively "Sprint ") owned or operated website ("Website"), as well as any electronic transmission sent, received, posted, accessed, or stored via any network ("Network"). To the extent that any provision of this Attachment 1 conflicts with any provision in any of the other documents which constitute the Contract, the Order of Precedence set forth in Section 14 of the General Provisions-CALNET (IFB C4CVD18-Appendix A-1) shall control as to interpretation.

COVERAGE OF THIS POLICY

In addition to other agreements between you and Sprint, these terms explain the policies that govern your access to and use of our Website and Network. By accessing or using our Website or Network, you agree to these terms (collectively the "Policy"), as Sprint may modify it from time to time. Modifications to this Policy are effective upon its posting on our Website; provided, however, that In the event that any change in the Policy would have a material adverse effect on Customer's use of the Services, then such change shall not be effective as to CALNET Customers without the mutual written consent of Sprint and the State. If you do not agree to accept and comply with the Policy, then do not access or use our Website or Network.

ILLEGAL OR HARMFUL USE

You may access and use our Website and Network only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via our Network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that is prohibited:

- **Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right. Infringement may result from the unauthorized copying, distribution, and/or posting of pictures, logos, software, articles, musical works, and videos.
- **Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable. Without limiting the foregoing, you may not access or use our Website or Network in any manner for the transmission or dissemination of images containing child pornography.
- **Excessive Utilization of Network Resources:** Consuming a disproportionate amount of available Network resources resulting in the potential to disrupt or degrade the Network or Network usage by others. The determination of what constitutes excessive use depends on the specific state of the Network at any given time. Excessive use is determined by resource consumption relative to that of a typical individual user of the Network and not by the use of any particular application. Without limiting the foregoing, you are not allowed to use the Network to continually or repeatedly dial telephone numbers associated with free conference calls, free chat lines, or similar or related services that are used to increase the inter-carrier compensation billed to Sprint. This restriction relating to Excessive Utilization of Network Resources shall not be applicable to the Sprint Limitless Plan.
- **Export Violations:** Violations of export laws, regulations, and rules, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- **Fraudulent Conduct:** (1) Conducting fraudulent business operations and practices; (2) offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes); and (3) individual or business representation as an authorized 3rd party affiliation or agent for a business entity (e.g., Sprint) without the business' prior consent.
- **Falsification/Impersonation:** Using the Network to impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; or create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names, or other means of deceptive addressing.
- **Failure to Abide by Third-Party Network or Website Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or website that you access.
- **Harmful Content:** Disseminating or posting content that is harmful to the Network or other users of the Network including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information.

ELECTRONIC COMMUNICATIONS

You may not distribute, publish, or send through our Network: (1) any spam, including any unsolicited advertisements, solicitations, commercial e-mail messages, informational announcements, or promotional messages of any kind; (2) chain mail; (3) numerous copies of the same or substantially similar messages; (4) empty messages; (5) messages that contain no

substantive content; (6) very large messages or files that disrupt a server, account, newsgroup, or chat service; or (7) any message that is categorized as "phishing."

Likewise, you may not: (1) participate in spidering, harvesting, or any other unauthorized collection of e-mail addresses, screen names, or other identifiers of others or participate in using software (including "spyware") designed to facilitate such activity; (2) collect responses from unsolicited messages; or (3) use any of our mail servers or another site's mail server to relay mail without the express permission of the account holder or the site.

NETWORK SECURITY AND INTEGRITY

You may not violate the security of our Network in any way. Such violations may result in criminal or civil liability. Sprint may, but is not obligated to, investigate any violation of our Network. Sprint may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Sprint products and services or sending, receiving, posting, accessing, or storing any electronic transmission via our Network, you agree to cooperate in any such investigation. Examples of Network security violations include, without limitation:

- **Hacking:** Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- **Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- **Intentional Interference:** Interference with service to any user, host, or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- **Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the Network, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.
- **Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by Sprint or attempting to gain unauthorized access to, alter, or destroy any information that relates to any Sprint customer or other end-user. Sprint may, but is not obligated to, take any action it deems necessary to (1) protect its Network, its rights, or the rights of its customers or third parties, or (2) optimize or improve its Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through the Network. Sprint may, in its sole discretion and at any time, filter "spam" or prevent "hacking," "viruses," or other potential harms without regard to any preference you may have communicated to us.

INVESTIGATION AND ENFORCEMENT OF THE POLICY

We have the right, but are not obligated, to strictly enforce this Policy through self-help, active investigation, litigation, and prosecution.

Sprint reserves the right to act immediately and without notice to restrict, suspend, or terminate your use of the Network if it reasonably determines that your conduct may: (1) expose Sprint to sanctions, prosecution, civil action, or other liability; (2) cause harm to or interfere with the integrity or normal operations of Sprint's Network or networks with which Sprint is interconnected; (3) interfere with another Sprint customer's use of the Network, though it is agreed by the parties that prioritization or preemption exercised in accordance with the provisions of Subcategory 19.2 of the Agreement shall not be deemed a violation of this clause (3); (4) violate any applicable law, rule, or regulation; or (5) otherwise present an imminent risk of harm to Sprint or its customers. Notwithstanding the foregoing, where circumstances reasonably allow, Sprint will use commercially reasonable efforts to notify Customer prior to taking action under this paragraph. In the event of a restriction, suspension or termination under this Section, Customer may contact Sprint Customer Care at 800-927-2199 to obtain information regarding Sprint's actions and/or to coordinate resolution and potential options for restoral of services.

Sprint has the right, but not the obligation, to monitor or restrict any uses of the Network that Sprint reasonably believes in its sole discretion violate this AUP. You are solely responsible for all content that you transmit or receive utilizing the Network, and you are responsible for abuse of your account by others.

We may also access and disclose any information (including transactional information) related to your access and use of our Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of or subscription to such services. **INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER MAY BE CONSIDERED BREACHES OF THIS POLICY BY SUCH COMPANY, CUSTOMER, OR USER.**

MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy. Sprint may assign its rights and duties under these terms to any party at any time without notice to you. If any provision

of this Policy is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

QUESTIONS, COMMENTS & ABUSE

If you want to report any violations of this Policy, other than those concerning child pornography, please email us at abuse@sprint.net. To make a report concerning child pornography, please go to the following Web link: http://www.sprint.net/index.php?p=support_ce_request.

**Attachment 2:
Sprint Limitless Plan Fraud & Abuse Procedure**

In the event of suspected fraudulent, abusive, or unlawful use of services under this plan, Cal OES and/or applicable PSE agree to cooperate with Contractor to investigate and remediate.

**Attachment 3:
Sprint Wireless Services Product Annex**

The following terms and conditions, together with the Agreement, by and between the State of California, Department of Technology (“Customer”) and Sprint (“**Agreement**” or “**Contract**”), govern Sprint’s provision and Customer’s use of wireless Products and Services. Capitalized terms are defined in the Definitions section at the end of this Wireless Services Product Annex if not otherwise defined in the Agreement. To the extent that any provision of this Attachment 3 conflicts with any provision in any of the other documents which constitute the Contract, the Order of Precedence set forth in Section 14 of the General Provisions-CALNET (IFB C4CVD18-Appendix A-1) shall control as to interpretation.

1. BUSINESS PLAN FEATURES AND OPTIONS.

a. Wireless Voice Features.

- A. Shared Minutes.** Customer must have a minimum of two Customer Lines in a Shared Minute group. All Customer Lines using the Shared Minutes option must subscribe to an eligible Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Customer Line in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Customer Line’s additional voice minutes are billed at the overage rate defined in the Customized Service Plan.
- B. Sprint® Mobile-to-Mobile.** “Sprint Mobile-to-Mobile” means voice calls from one Active Unit on the Nationwide Sprint Network to another Active Unit on the Nationwide Sprint Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network between Sprint phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- C. Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Customer Line on an eligible Business Plan with Anytime Minutes and add up to five additional Customer Lines to that Business Plan.
- D. Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes of use for Customer Lines on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

b. Sprint® Direct Connect® and Sprint Direct Connect Plus™.

- A. General.** Sprint Direct Connect transmissions occur only between Sprint Direct Connect Devices and Sprint Direct Connect Plus transmissions occur only between Sprint Direct Connect Plus Devices. All Sprint Direct Connect Devices and Sprint Direct Connect Plus Devices are capable of making nationwide Direct Connect transmissions. Sprint Direct Connect and Sprint Direct Connect Plus transmissions do not work simultaneously with a voice call from the same Product. Sprint Direct Connect and Sprint Direct Connect Plus service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer’s Sprint Account Representative. Sprint Direct Connect and Sprint Direct Connect Plus are available on the Sprint 3G Network and the Sprint 4G Network.
- B. Sprint® Direct Connect® Features.**
 - (1) Group Connect®.** Group Connect service requires all participants to have a group-capable Sprint Direct Connect Device in order to initiate and receive Group Connect transmissions. Group Connect for Sprint Direct Connect is limited to 21 total participants (including the originator).
 - (2) International Direct ConnectSM.** International Direct Connect is available for Sprint Direct Connect Devices subscribed to Direct Connect service. International Direct Connect service for Sprint Direct Connect Devices includes the ability to place and receive Sprint Direct Connect transmissions to eligible foreign carrier push-to-talk subscribers, determined by the number dialed, while the user is located within the 48 contiguous states of the United States and Hawaii.
 - (3) pdvConnect.** pdvConnect allows recorded messages to be initiated by making a phone call (or push-to-talk transmission where enabled) and sent to the recipient’s e-mail address via embedded link or the recipient’s mobile device via text message, including an access number. Alternatively, the recorded message and any additional information can be captured in a pdvConnect message authority where it is time-stamped and can be accessed in near real time via a secure web portal that includes a virtual dispatch console for processing, storing, transcribing, forwarding, and handling the messages, and further communicating with Customer’s mobile workers as necessary.

- (4) **TeamDCSM.** TeamDC allows up to 200 nationwide group members (including the group creator), all using Sprint Direct Connect Devices, to participate in a Sprint Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission. More information on TeamDC capabilities is available by contacting Customer's Sprint Account Representative.
 - (5) **Call Alert.** Call Alert allows a Sprint Direct Connect user to send a repeating alert to notify another Sprint Direct Connect user that the user would like to communicate. Users of Sprint Direct Connect Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.
 - (6) **DC Permissions.** DC Permissions allow a Sprint Direct Connect user to block/allow Sprint Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Direct Connect Devices.
 - (7) **SMS Messaging.** Sprint Direct Connect users with Sprint Direct Connect Devices may be prompted to send a text or voice SMS message when a Sprint Direct Connect transmission is blocked (e.g., the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Sprint Direct Connect transmissions between two Sprint Direct Connect Devices when the recipient uses a single number for voice calls and Sprint Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.
- C. Sprint Direct Connect PlusTM Features.** To access Sprint Direct Connect Plus, a user must utilize a Sprint Direct Connect Plus Device.
- (1) **Group Connect[®].** Group Connect service requires all participants to have the Sprint Direct Connect Plus Application running on a Sprint Direct Connect Plus Device. Group Connect for Sprint Direct Connect Plus is limited to 30 total participants (including the originator) if the group is created in the Sprint Direct Connect Plus Application, or up to 250 total participants if the group is created from the Corporate Administrator Tool described below. Group Connect calls may also be referred to as "TalkGroups" when a Group Connect is created in the Corporate Administrator Tool. The Group Connect "Talker Priority" feature allows the Group call creator to designate, via the Corporate Administrator Tool, priority for certain group members to interrupt other participants during the group transmission.
 - (2) **Call Alerts** Call Alert allows a Sprint Direct Connect Plus user to send a repeating alert to notify another Sprint Direct Connect Plus user that the user would like to communicate.
 - (3) **Presence.** The Presence feature allows a Sprint Direct Connect Plus user to change his/her presence status and see the presence of all of the contacts the user has stored in the Sprint Direct Connect Plus Application. A Sprint Direct Connect Plus user's ability to receive Direct Connect calls and other Sprint Direct Connect Plus features depends on the user's Sprint Direct Connect Plus Presence status. Sprint Direct Connect Plus supports the following presence states: Available, Unavailable, and Do Not Disturb ("DND"). A Sprint Direct Connect Plus user can only change his or her status from Available to Do Not Disturb ("DND") and vice versa. Unavailable status means the Sprint Direct Connect Plus Device is not logged on to the Sprint Direct Connect Plus Application.
 - (4) **Broadcast Calling.** Broadcast calling provides the ability for Customer to make a one-way, high priority call to a group of up to 500 Sprint Direct Connect Plus users. Incoming broadcast calls have a tone preamble and will preempt all ongoing calls, except for other broadcast calls. Broadcast group calls will be delivered in call batches, with 250 Sprint Direct Connect Plus users as the maximum batch size. If a user receives a broadcast call late (e.g., due to extra time required for preemption of another Sprint Direct Connect Plus call), he or she will hear the broadcast call in progress. If a broadcast call fails to go through to a Sprint Direct Connect Plus user, the call will be retried once more after all other batches are attempted. Customer creates and administers broadcast groups through the Corporate Administrator Tool. Each group can be configured to override a user's DND status.
 - (5) **Roaming and International Support.** Sprint Direct Connect Plus has no restrictions for domestic or international Roaming. The Sprint Direct Connect Plus Application will attempt to register for service wherever there is a working cellular data connection or Wi-Fi service.
 - (6) **Wi-Fi Support.** Users with a Wi-Fi capable Sprint Direct Connect Plus Device can access Sprint Direct Connect Plus over a Wi-Fi network. The Sprint Direct Connect Plus Application

automatically performs a handoff from the cellular network to a Wi-Fi network whenever the Sprint Direct Connect Plus Device connects to Wi-Fi. The Sprint Direct Connect Plus Application will switch back to cellular data as soon as the Wi-Fi connection is terminated.

- (7) **Corporate Administrator Tool.** Customer may designate one or more corporate administrators to create and manage Customer's Sprint Direct Connect Plus contacts and groups through the online Sprint Direct Connect Plus Corporate Administrator Tool. Contacts and groups are pushed to Customer's Sprint Direct Connect Plus Devices within the same Corporate ID.
- c. **Roaming.** Customer Lines on Customized Service Plans must primarily be used within the coverage area of the Nationwide Sprint Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Customer Line if Roaming in a given month exceeds: (A) voice: (i) 800 minutes or (ii) a majority of minutes; or (B) data: (i) 100 megabytes, or (ii) a majority of kilobytes, unless otherwise specified in a Business Plan. Customer Lines on "unlimited" Business Plans will be subject to these Roaming limitations. Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones. Unless otherwise specified in a Business Plan, international calling is not included in Roaming Included Plans. Wireless performance while Roaming, including available calling features, may be different than the wireless performance while on the Sprint Networks or the Sprint 4G Network.

2. CHARGES, FEES AND CREDITS.

- a. **Monthly Recurring Charges.** Sprint will bill Customer for wireless Services based on the MRC for the selected Business Plan. Customer will incur overage charges if the number of minutes or amount of data used exceeds the quantity included with Customer's Business Plan.

- b. **Usage Charges.**

- A. **Wireless Voice Usage.**

- (1) **General.** Outgoing call usage is calculated from the time Customer's device initiates contact with the Sprint Networks until the connection to the Sprint Networks is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number, or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that are not answered, or that enter Customer's voicemail. For each successful call, Customer will be charged for a minimum of one minute. After the first minute, voice usage is rounded-up to the next second or next minute. For calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are calculated based on the call start time. Call start times will be determined based on the location of the Sprint Network equipment providing wireless Service and not the location of Customer's device or the device's area code.
 - (2) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.

- B. **Wireless Data Usage.**

- (1) **General.** Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services. Data usage is calculated on a per kilobyte, megabyte or gigabyte basis (depending on the Business Plan), and is rounded up to the next whole kilobyte, megabyte or gigabyte. Rounding of data usage occurs every two clock hours for a continuous connection, or at the end of each separate session that is initiated and terminated within the two hour block, at which time Sprint deducts accumulated usage from the Business Plan and assesses overage or casual usage charges, if applicable. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's bill will not separately identify the number of kilobytes, megabytes or gigabytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will

occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are (a) treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage, and (b) not available on the Sprint 4G Network. Except in connection with a Sprint Mobile Hotspot add-on or a Business Plan that includes Sprint Mobile Hotspot, Customer may not use a phone as a wired or wireless modem in connection with a computer, PDA, or similar device.

- (2) **Text and Numeric Messaging.** Sprint will charge Customer the per message rate for each text or numeric message that exceeds the quantity of messages Customer has purchased. SMS messaging is not available on the Sprint 4G Network.
- (3) **Mobile Content.** Customer may purchase mobile content on a per item or monthly basis from Sprint and third parties. Charges for mobile content will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for mobile content. Customer may block Customer Lines from, or otherwise disable them from using, mobile content. Sprint may impose a limit on Customer's use of mobile content based on Customer's credit.

C. Sprint Direct Connect and Sprint Direct Connect Plus Usage.

- (1) **Sprint Direct Connect Transmissions.**
 - (a) A Sprint Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Sprint Direct Connect transmissions. After 6 seconds, Sprint Direct Connect airtime on a Sprint Direct Connect Device is rounded up to the next second for each transmission.
 - (b) Airtime charges for Sprint Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.
 - (c) For Sprint Direct Connect Devices, Direct Connect, International Direct Connect, Group Connect, pdvConnect, and TeamDC minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the Business Plan add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.
- (2) **Sprint Direct Connect Call Alert Transmissions.** Sprint does not charge for sending or receiving Call Alerts or Call Alerts with text. A user will initiate a new push-to-talk transmission by responding to a Call Alert or a Call Alert with text even if responding within 6 seconds of receiving the alert.
- (3) **Sprint Direct Connect Plus Transmissions.** Sprint Direct Connect Plus allows Customer to make and receive unlimited Sprint Direct Connect Plus Direct Connect and Group Connect calls.

D. Roaming Charges. Unless Customer is utilizing a Roaming Included Plan, voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage. Domestic Roaming voice rates are set forth in Customer's Business Plan, if applicable. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international. Usage initiated near country borders may be carried by a cell site in a neighboring country and billed at that country's rates.

- c. **Additional Charges and Fees.** If Customer changes wireless devices, Sprint may charge Customer an upgrade charge per Customer Line changed. If Sprint terminates Service to a Customer Line as permitted under the Agreement due to either non-payment by Customer or pursuant to a request by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the Customer Line and Sprint may charge Customer a reactivation charge.
- d. **Credits for Redialed Calls.** Sprint will provide Customer with a usage credit of at least one minute for a call on a Customer Line that is: (A) placed while in an area covered by the Sprint Networks, (B) disconnected due to limitations of the Sprint Networks, and (C) redialed within one minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

3. BILLING.

- a. **Billing.** Unless otherwise specified in a Business Plan, unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may bill Customer for usage that occurred during a prior billing cycle, if not previously billed to Customer. When Sprint bills for usage incurred during a prior billing cycle, those minutes count against minutes in the current billing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses. Customer is responsible for all charges incurred by each Customer Line, including all purchased mobile content. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.
- b. **Account Changes.** For Customer-initiated wireless Service cancellations, including cancellation of Business Plan add-ons, Sprint will bill Customer for the pro-rata portion of the bill cycle in which wireless Service was active through the effective date Service was cancelled. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.
- c. **Limitations Period.** Sprint will use commercially reasonable efforts to bill Customer for (A) Sprint-provided wireless Products and Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Products and Services, and (B) third party-provided wireless Products and Services, including non-Domestic wireless Services, within 180 days of the date Sprint receives a bill from the third party provider. If Sprint fails to bill Customer for wireless Products or Services before expiration of the applicable 180 days, Customer will not be required to pay those charges. Customer must notify Sprint in writing of any billing dispute about wireless Products or Services within 180 days of the applicable bill date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges

4. PROVISIONING AND RETURNS FOR SPRINT-PROVIDED PRODUCTS.

- a. **Shipping.** Sprint will ship wireless Products to the delivery location specified in Customer's Order. Risk of loss to the wireless Products passes to Customer upon the Products' arrival at the delivery location. Sprint may charge a shipping fee to Customer based on the number and type of wireless Products and the shipping method used. Title to the wireless Products will pass to Customer upon Sprint's receipt of payment in full for the Products.
- b. **Returns.** For details on Sprint's return policy, please visit sprint.com/returns. Sprint may change its return policy from time-to-time without notice, provided that Customer will have a minimum of 14 days to return wireless Products. Customer may reject wireless Products or shipments that are visibly damaged or defective ("Nonconforming Products"). Customer must return Nonconforming Products in accordance with Sprint's return policy or Customer will be deemed to have accepted the Products. Sprint will pay all reasonable ground transportation freight charges associated with returns of Nonconforming Products.
- c. **Cold Device Policy.** If pursuant to a Customized Service Plan Customer receives a subsidy or discount off of the Suggested Retail Price for any Sprint-provided wireless Product purchased under Customer's Sprint business account, then Customer must (A) activate the Product on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the Product, and (B) keep the Product activated on its account for a minimum of 60 days. If Customer fails to comply with these requirements, and does not return the Product to Sprint within 60 days of the date Sprint ships the Product, then Sprint reserves the right to bill Customer for the amount of the subsidy or discount. The Cold Device Policy does not apply to Products purchased at Suggested Retail Price.
- d. **Sprint Wireless Recycling Program.** The Sprint Wireless Recycling Program provides two options for recycling used wireless Products, including accessories: (A) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint wireless Products, and (B) the Sprint project connect program accepts any wireless Product and uses the net proceeds that result from those Products to fund community-based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless Products eligible for the Sprint buyback program, go to Sprint.com/recycle.

5. DEVICE PROTECTION. Additional device protection information is available at www.sprint.com/deviceprotection.

- a. **Phones and Connection Cards.** Customer may purchase Total Equipment Protection ("TEP"), which is a bundle of insurance (Equipment Replacement Program or "ERP") and service contract (Equipment Service and Repair Program or "ESRP") that provides coverage to protect against loss, theft, physical or liquid damage or mechanical/electrical failure involving Customer's wireless phone and connection card Products. TEP may not be available for all wireless Products. If Customer purchases TEP (or ESRP separately), Sprint will waive up to two repair fees in any 12 month period for Products covered by the ESRP service contract

at the time of repair or replacement at a Sprint Service Repair Center. A per claim deductible will apply for approved insurance claims. There is a limit of three insurance claims under ERP in any 12 month period. Insurance is administered by a third party program administrator and not by Sprint. If Customer selects TEP coverage, Sprint will charge Customer a monthly insurance premium and service contract fee per covered Customer Line, and Sprint will remit the insurance premium portion to the third party program administrator on Customer's behalf. Insurance is not subject to any discounts. Insurance claims must be submitted directly to the third party program administrator, provided that Customer's Sprint Account Representative will reasonably assist Customer in the processing of any such insurance claims. Terms of TEP coverage are available at the point of sale or in subsequent communications. If Customer does not purchase TEP coverage, Sprint reserves the right to charge a fee for repair to malfunctioning wireless Products, regardless of warranty period, and Customer may not be able to replace lost, stolen or non-repairable wireless Products without incurring costs. Customer may purchase the Equipment Service and Repair Program separately on a stand-alone basis. Customer may purchase the Equipment Replacement Program on a stand-alone basis only for those Customer Lines with a New York area code/prefix.

- b. **Tablets.** To protect against loss, theft, physical or liquid damage, or mechanical/electrical breakdown involving Customer's eligible wireless tablets, Customer may purchase Advanced Device Insurance ("ADI"), Advanced Device Service and Support ("ADSS"), which is a service contract, or Advanced Protection Pack ("APP"), which is a combination of ADI and ADSS. APP, ADI and ADSS may not be available for all tablets, and they are not available for Wi-Fi-only tablets. A per claim deductible of up to \$200 will apply for approved accidental damage, loss, or theft claims. Under ADI or APP, there is a limit of three claims for accidental damage, loss, or theft in any rolling 12 month period. Under ADSS or APP, there is no claim limit or deductible for mechanical or electrical breakdown claims. The APP, ADI, and ADSS programs are administered by Brightstar Device Protection, LLC ("Brightstar"), a third party administrator, and not by Sprint. If Customer selects APP, ADI, or ADSS coverage, Sprint will charge Customer the applicable monthly subscriber fee per covered tablet, and Sprint will remit the monthly subscriber fee to Brightstar on Customer's behalf. APP, ADI and ADSS are not subject to any discounts. Claims must be submitted directly to Brightstar by calling 844-225-6335 or at www.mydeviceprotection.com. The full terms and conditions of coverage are available at the point of sale, in subsequent communications, and at www.mydeviceprotection.com. If Customer does not purchase APP, ADI, or ADSS coverage, Sprint reserves the right to charge a fee for repair to malfunctioning tablets, regardless of warranty period, and Customer may not be able to replace lost, stolen or non-repairable tablets without incurring additional costs.

6. WIRELESS PRODUCTS AND SERVICES POLICIES.

- a. **Lost or Stolen Wireless Product Policy.** If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all wireless Service usage charges associated with the Product before Customer notifies Sprint of the loss or theft and Customer will remain liable for any MRCs associated with the wireless Service after Customer notifies Sprint of the alleged loss or theft. A lost or stolen wireless Product remains subject to the applicable Minimum Service Term and Sprint may not waive any applicable early termination fees if Customer chooses to terminate wireless Service as a result of the loss or theft. Customer will cooperate with Sprint in the investigation of the incident. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.
- b. **Fraud Policy.** Sprint will notify Customer, and Customer will notify Sprint's Customer Care department promptly, of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- c. **Location Based Services.** If Customer downloads or accesses Location Based Services through wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its Employees using Customer Lines upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 *et seq.*) and any other applicable laws. **SPRINT WILL NOT BE RESPONSIBLE FOR ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY END USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES.** Location Based Services are not available on the Sprint 4G Network.

- d. **Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, Business Plan add-ons, features and equipment discounts may not be available on all wireless Products. Access to the Sprint 3G Network or the Sprint 4G Network may require installation of separate software depending on the Product.
- e. **Product Content.** Customer's Products may contain sensitive or personal information. Sprint is not responsible for any information on Customer's Products, including sensitive or personal information. Customer should remove or otherwise safeguard any sensitive or personal information when Customer relinquishes, exchanges, returns, or recycles a Product. If Customer exchanges, returns, or recycles Products through Sprint, Customer must remove all data from Products before providing them to Sprint.
- f. **Network Access.** Sprint may refuse activation, or block access to the Sprint Networks or the Sprint 4G Network, for wireless Products that are incompatible with the Sprint Networks or the Sprint 4G Network, or for any reason that protects the interests of Sprint's customers or the Sprint Networks or the Sprint 4G Network, including for wireless Products that are lost or stolen, or that have been terminated or suspended for nonpayment.
- g. **Network Management and Performance.** Information on Sprint's network management tools, policies and other related information is available at www.sprint.com/networkmanagement.

7. WIRELESS SERVICE LIMITATIONS.

- a. **Telephone Numbers and Portability.** Sprint may, with reasonable prior notice and for commercial reasons such as fraud prevention, regulatory requirements and area code changes, change the telephone number assigned to wireless devices. Customer does not have any right of possession or title to any telephone number, identification number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide certain information about Customer's account with the other carrier, and purchase or lease wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 9-1-1 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful. If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period and receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled wireless Service. If Customer is under a Customized Service Plan and transfers a number to another carrier before the end of an applicable Minimum Service Term, Customer may be subject to early termination fees.
- b. **Call Limitations.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services. Sprint will block international calling capability unless Customer expressly requests such capability for a Customer Line. Caller identification information may not be available for all incoming calls.
- c. **9-1-1 or Other Emergency Calls.**
 - A. **General.** For 9-1-1 calls, an emergency responder's ability to locate a caller using a wireless Product may be affected by various factors, including the type of wireless Product used, the Product's GPS capabilities, geography, or other factors such as the porting process. In some areas, and depending on the equipment deployed by the local public safety answering point ("PSAP"), 9-1-1 calls may be routed to a state patrol dispatcher instead of the local PSAP. Enhanced 9-1-1 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. A caller using a wireless Product should always be prepared to report precise location information to emergency responders. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include Customer's name, address, number, and the location of the user of the Service at the time of the call.
 - B. **Wi-Fi Calling.** 9-1-1 service through Wi-Fi calling may not be available or may be limited compared to traditional 9-1-1 service due to a number of circumstances, including relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information, or other technical problems.
 - C. **Text-to-911.** Text-to-9-1-1 service may allow standard SMS text message communication with a 9-1-1 operator, however text-to-9-1-1 is only available in certain limited areas where it has been requested and implemented by local public safety officials and is not available when Roaming. A text-to-9-1-1

message does not automatically provide precise location information to the 9-1-1 operator. Delivery or receipt of text-to-9-1-1 messages is not guaranteed and messages may fail, be delayed or be out of sequence. A person using a wireless Product should always attempt to call 9-1-1 when possible in an emergency situation.

- D. Inbound Call Blocking.** If Customer chooses inbound call blocking, inbound call blocking may be removed for 24 hours following a 9-1-1 call so that public safety can attempt to call-back the Customer Line, if necessary. All other inbound calls may also be allowed during this time period. Removing inbound call blocking by request normally requires processing time. Sprint will make a good faith effort to complete the removal of inbound call blocking and may also cooperate with public safety to remove inbound call blocking, upon lawful request. Inbound call blocking may be restored after the 24-hour period. Customer will not be notified if inbound call blocking is removed or reinstated following a 9-1-1 call.
- E. TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 9-1-1 calls due to the limitations of the answering agency. A TTY-capable wireless Product should not be relied on for 9-1-1 calls.
- d. Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Customer may not be able to make or receive voice calls while using data Services. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings and other messages, including broadcast messages. Certain third party Applications may access, collect, use, or disclose Customer's personal information or require Sprint to disclose Customer's personal information to the Application provider or a designated third party. If Customer accesses, uses, or authorizes third party Applications through data Services, Customer authorizes Sprint to provide to the third party information related to Customer's use of the Services or the Application(s). Customer acknowledges that use of third party Applications is subject to the third party's terms, conditions and policies, including its privacy policy.
- e. Prohibited Network Uses.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the Prohibited Network Uses in this section.

 - A. Examples of Prohibited Voice Uses.** Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.
 - B. Examples of Prohibited Data Uses.** Sprint wireless data Services are intended to be used for web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used to disrupt email use by others using automated or manual routines, including "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint's wireless Services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user.
- f. Compatibility of Wireless Products and Services.** Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. Information on obtaining a software program lock code is available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products, features or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product, feature or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or Application with the wireless Products or Services, and Customer may not receive a refund for any unused portion of the data content.
- g. Sprint Service Provider Affiliate Market Limitations.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint.

Certain Business Plans, Business Plan add-ons, and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in the Agreement, Sprint reserves the right, with 30 days' prior written notice, to (A) port any Customer Line activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (B) terminate Services to such Customer Lines.

8. NETWORK COVERAGE; LIMITATION OF LIABILITY FOR WIRELESS SERVICE PROBLEMS AND PRODUCT FAILURES.

- a. **Network Coverage; Service Speeds.** Wireless voice Services and Sprint Direct Connect Services are provided on the Sprint Networks. Wireless data Services are provided on the Sprint Networks and the Sprint 4G Network. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a wireless high-speed data Business Plan, Customer Lines will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. When the Sprint 3G Network is available and Customer uses a Sprint 3G-compatible device with a wireless high-speed data Business Plan, Customer Lines will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. Coverage is not available everywhere. Coverage areas, including Roaming areas, may change and are accessible through www.sprint.com/coverage. Sprint coverage maps reflect coverage areas when using Services outdoors under optimal conditions. There are gaps in coverage within Sprint estimated coverage areas that may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. In addition to network coverage, Services that rely on location information (e.g., E911 and Location Based Services) depend on a Product's ability to acquire satellite signals (typically not available indoors). Wireless high-speed data throughput rates may vary depending on Customer's location at the time of use and the Service purchased. Service speeds are not guaranteed. While a Product is receiving a software update, Customer may be unable to use the Product in any manner until the software update is complete.
- b. **Limitation of Liability for Wireless Service Problems and Product Failures.** Sprint is not liable for wireless Service problems caused by conditions beyond Sprint's control, including atmospheric or geographic conditions, the failure of other service providers or a wireless Product, a public safety emergency, or coverage or capacity limitations. Sprint's maximum liability for any loss or damage arising out of a (A) wireless Service problem caused by a condition other than those described in this Section 8(b), or (B) Sprint-provided wireless Product failure, is limited to: (i) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (ii) a refund of (x) the net purchase price of, or (y) the sum of all payments made by Customer under a lease agreement for, the affected Sprint-provided wireless Products. Sprint is not liable for the failure of any wireless Products that were not provided by or through Sprint.

9. DEFINITIONS.

- a. **"Active Unit"** means an active wireless Product.
- b. **"Anytime Minutes"** means the voice minutes of use that are available in a Business Plan that may be used at any time other than during Nights and Weekends.
- c. **"Applications"** are software programs that perform particular tasks.
- d. **"Business Plans"** means Sprint wireless service plans for business or government customers, including Standardized Service Plans and Customized Service Plans. Standardized Service Plan options are priced in the Agreement, while Customized Service Plan options are typically in the Scope of Work/Statement of Work or Service order between Sprint and a Non-State Customer.
- e. **"Customer Line"** or **"Corporate-Liable Active Unit"** means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially responsible.
- f. **"Domestic"** means the 50 states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service.
- g. **"Direct Connect Device"** means a Product that is enabled with Sprint Direct Connect service.
- h. **"Domestic Roaming"** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- i. **"Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.
- j. **"Employee Line"** or **"Individual-Liable Active Unit"** means an Active Unit activated by an Employee and for which the Employee is financially responsible.

- k. **“Location Based Service”** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- l. **“MRC”** means monthly recurring charge.
- m. **“Nationwide Sprint Network”** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates.
- n. **“Nights and Weekends”** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **“Nights and Weekends at 6pm”** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **“Nights and Weekends at 7pm”** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m.
- o. **“Product(s)”** is defined in the Agreement, but for purposes of this Wireless Services Product Annex, “Product(s)” also includes, if applicable, Customer-provided wireless devices that are used on the Sprint Networks and the Sprint 4G Network.
- p. **“Roaming”** means voice or data service provided on another wireless carrier’s network through agreements established by Sprint.
- q. **“Smartphone”** is a wireless Product designated by Sprint as a Smartphone, with an advanced operating system, that offers more advanced computing ability and connectivity than a traditional feature phone.
- r. **“Sprint 3G Network”** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates.
- s. **“Sprint 4G LTE Network”** means a wireless network based on the standards for LTE developed by the 3rd Generation Partnership Project (3GPP), or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- t. **“Sprint 4G Network”** means a wideband OFDM technology that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners. References to the “Sprint 4G Network” include the Sprint 4G LTE Network and/or successor networks, as applicable.
- u. **“Sprint Direct Connect Device”** means a Product that uses the Sprint 3G Network for Sprint Direct Connect service.
- v. **“Sprint Direct Connect Plus Device”** means a Product enabled with the Sprint Direct Connect Plus Application.
- w. **“Sprint Networks”** includes the Nationwide Sprint Network and the Sprint 3G Network.
- x. **“Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint. **“Sprint Service Provider Affiliate Market”** means the regions of the United States covered by Sprint Service Provider Affiliates.

Attachment 4:
Sprint Machine-To-Machine Services Product Annex

The following product-specific terms and conditions in this Sprint Machine-to-Machine Services Product Annex (“**Annex**”), together with the Agreement, by and between the State of California, Department of Technology (“**Customer**”) and Sprint (“**Agreement**” or “**Contract**”), govern Sprint’s provision and Customer’s use of Sprint Machine-to-Machine Services (“**M2M**”). Capitalized terms are defined in section 9 (“**Definitions**”) of this Annex if not otherwise defined in the Agreement or the Wireless Services Product Annex. To the extent that any provision of this Attachment 4 conflicts with any provision in any of the other documents which constitute the Contract, the Order of Precedence set forth in Section 14 of the General Provisions-CALNET (IFB C4CVD18-Appendix A-1) shall control as to interpretation. For the purpose of this Annex only, any references to “third party” shall not include Sprint Affiliates or Sprint Service Provider Affiliates.

1. SALE OF M2M SERVICES

- a. **General.** Sprint will provide and sell M2M Services to Customer, and Customer will purchase M2M Services from Sprint under the terms and conditions set forth in the Agreement and this Annex. No provision of the Agreement will be construed as vesting in Customer any control whatsoever in any facilities or operations of Sprint, including the Facilities, or the operations of any Sprint Affiliate or contractual third party of Sprint. Customer will not represent itself as an FCC, federal, state, or other governmental or regulatory agency certified licensee for Sprint by reason of the Agreement. Customer will not enter, directly or indirectly, into any agreement or other arrangement with a third party that gives the third party any rights to purchase M2M Service for resale to other parties.
- b. **Bundled Service.**
 - A. **General.** In addition to using M2M Services for Customer’s own internal use, Sprint authorizes Customer to provide M2M Services as part of a Bundled Service as more fully described in the Agreement and this Annex. If Customer will not be using M2M Services solely for its internal use, then Customer must provide M2M Services only as part of a Bundled Service. Customer may not market or sell M2M Services as a standalone service. Further, Customer may not invoice End Users separately for M2M Services but instead must incorporate the cost of M2M Services as part of the Bundled Service. Customer determines the price of the Bundled Service in Customer’s sole discretion. References in this Annex to “End Users” and “Bundled Service” apply only if Customer is providing M2M Services as part of a Bundled Service.
 - B. **Brand Restrictions.** Customer may market and sell the Bundled Service only under service marks, trademarks, and trade names that are owned, controlled, or licensed by Customer. Customer recognizes Sprint’s ownership of service marks, trademarks, and trade names used in connection with the service and products sold by Sprint, Sprint Affiliates, or Sprint suppliers (“**Sprint Marks**”). Customer will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair Sprint’s or Sprint’s Affiliate’s rights in the Sprint Marks. Except as specifically agreed in writing, nothing in the Agreement grants to Customer the right to use any Sprint Mark or any service mark, trademark, or trade name that is confusingly similar to or a colorable imitation of any Sprint Mark, including in any of Customer’s advertisements, and Customer will not incorporate the Sprint Marks into any service mark, trademark, or trade name used or developed by Customer. Customer will provide to Sprint any materials using the Sprint Marks for Sprint’s review to determine compliance with this requirement. The limitations of liability contained in the Agreement do not apply to Customer’s violations of this subsection 1.b.B. If Customer violates or threatens to violate this subsection, (i) Sprint may exercise any right or remedy under the Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity, or under statute, and (ii) Customer may not raise the defense of an adequate remedy at law.
- c. **Relationship to Pricing.** The provisions of this section 1 and the applicable pricing attachment(s) to the Agreement are not severable.

2. SCOPE OF SERVICE

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

- B. Data Services.** Sprint is not a publisher of third party content that can be accessed through M2M Services. Sprint is not responsible for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through M2M Services or any damages resulting therefrom. Sprint does not guarantee the accuracy, completeness, or usefulness of information that is obtained through the M2M Services. Sprint makes no representations or warranties regarding the provider, scope or nature of the content, or services that will be available through M2M Services.
- b. Coverage Maps.** The operating ranges of the Nationwide Sprint Network, Sprint 3G Network and Sprint 4G Network are depicted on the coverage maps available at www.sprint.com. Upon Customer's request, Sprint will make coverage maps available to Customer, provided that Customer will not distribute coverage maps without Sprint's prior written consent. Network coverage maps are good faith approximations of outdoor coverage; actual coverage area may vary and Sprint does not guaranty the accuracy of the maps. If Sprint approves Customer's distribution of coverage maps, (a) any Sprint logo or identification must be removed from the map prior to publication or distribution by Customer, (b) Customer is responsible for validating the coverage shown on the maps and ensuring that the coverage depicted on the maps represents the coverage that Customer desires to present to End Users as Customer's coverage, and (c) the maps published or distributed by Customer must not imply that the Sprint M2M Networks or the Facilities are owned or operated by Customer. Customer is responsible for any intentional or unintentional changes, modifications or alterations to the coverage maps. Sprint is not liable for any claim or damage related to or arising out of or in connection with (i) any map information, including the accuracy thereof, or (ii) Customer's presentation of coverage maps to End Users. International M2M Network coverage information is available by contacting Customer's Sprint Account Representative.
- c. Mobile Dialing Numbers.** Sprint will assign mobile dialing numbers ("MDN") to M2M Devices. For SIM Cards, the MDNs are non-dialable GSM numbers.
- d. Sanctioned Countries.** SIM Cards and M2M Services may not be deployed to, or used in, any country subject to economic sanctions or other restrictions imposed by the government of the United States or any other country having competent jurisdiction over the Agreement, unless an appropriate license has been granted therefore.
- e. International M2M Networks.** The International M2M Networks support wireless data and SMS Services, but do not support voice Services.
- 3. BILLING.** Sprint will bill Customer as set forth in the Agreement. Customer expressly acknowledges that some charges incurred in a billing cycle may not appear on the invoice for that billing cycle and that those charges may appear on subsequent invoices. Unless otherwise stated, Sprint will prorate old and new Business Plan charges based on the date of change if Customer changes Business Plans during an invoicing cycle.
- 4. M2M DEVICES**
- a. Acquisition.** Unless specifically provided for otherwise in the Agreement, Customer will be responsible for making its own arrangements to purchase M2M Devices from a third party. Sprint will not be responsible for the M2M Devices.
- b. Compatibility.** Customer will use, and will ensure that End Users use, only M2M Devices that comply with (a) Sprint's requirements for compatibility of devices with the M2M Services and the Facilities, including the successful completion of Sprint's device certification process for M2M Services provided over the Sprint M2M Networks; and (b) all applicable FCC, federal, state, foreign government or regulatory authority requirements for compatibility of devices with the M2M Services and the Facilities. If any device used by an Employee or End User does not comply with the standards set forth in this section 4.2, Customer will immediately terminate the service to such device. If Sprint becomes aware that any device used by an Employee or an End User does not comply with the standards set forth in this section, Sprint may immediately suspend or terminate the M2M Services used by such device.
- c. No Sprint Responsibility for Customer Devices.** Sprint is not responsible for the operation, testing, maintenance, transportation, handling, transfer, loading, or unloading of any M2M Devices. Customer will procure and maintain throughout the Term, adequate and appropriate insurance to insure the M2M Devices while they are in transit to or from Sprint or in Sprint's possession. Sprint is not required to make any changes, modifications, or additions to its equipment, operations, or Facilities to accommodate Customer or the M2M Devices.
- d. Provision of ESN.** Before Customer makes M2M Devices available for use with the M2M Services, Customer will provide to Sprint the ESN for each M2M Device.
- e. SIM Cards.** For M2M Devices operating on an International M2M Network, Customer must obtain a compatible SIM Card from a Sprint-authorized third party.

- A. SIM Cards may only be used for M2M Services provided as part of a Bundled Service and may not be used or sold as a “GSM Gateway” device or a data-only service. Sprint may suspend or deactivate any SIM Card that is not part of a Bundled Service.
- B. Customer may not deploy the SIM Cards within specific Geographic Regions, utilize applications to allow the M2M Device to alter steering, direct the M2M Device to a specific carrier or otherwise attempt to utilize service providers in a manner other than as directed by Sprint.

5. CUSTOMER’S RESPONSIBILITY AND LIABILITY

- a. **Trouble Reporting.** Customer will report any trouble with respect to the M2M Services to Sprint only upon reasonable verification that the trouble is due directly to issues with the M2M Services and not to elements or conditions within the reasonable control of Customer.
- b. **Fraud.** Customer will promptly notify Sprint Customer Care of any suspected fraudulent use of wireless Products or Services within a reasonable time after discovery of such suspected fraudulent use. Also, Customer will promptly notify Sprint Customer Care if an M2M Device is lost or stolen. Customer is responsible for all costs and procedures associated with fraudulent use of M2M Devices, M2M Services or the Bundled Service, such as subscription fraud, usage on lost or stolen M2M Devices that Customer fails to deactivate, cloning or network fraud, or fraud occurring in connection with Customer’s agents, Employees, or representatives, such as Employee-related theft. Replication or cloning of physical access devices or electronic identifiers to enable multiple sessions is prohibited. At any time for fraud management, Sprint can suspend or vary the M2M Services immediately and without prior notice. In the case of suspected fraud, Sprint will attempt to contact Customer before interrupting M2M Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- c. **Interference.** Customer’s agents, Employees, and representatives may not interfere with the Facilities, the Sprint M2M Networks, an International M2M Network, or the M2M Services in a way as to impair the quality of service provided by Sprint to its customers, and Customer will be liable for any interference caused by End Users (excluding situations where End Users are utilizing prioritization or preemption exercised in accordance with the provisions of Subcategory 19.2 of the Agreement). Notwithstanding this prohibition, upon discovery of interference by either Sprint or Customer, the party discovering the interference will promptly notify the other party, and Customer will promptly order the agent, Employee, representative, or End User to cease the act(s) constituting the interference. Sprint, concurrent with notice to Customer, may suspend or terminate the M2M Services to Customer or the End User and require Customer to take appropriate action to eliminate the use or interference by Customer, the agent, Employee, representative, or End User.
- d. **Responsibility for Customer’s Vendors/Contractors.** Customer may request that Sprint work with one or more of Customer’s vendors or contractors in order for Sprint to help facilitate Customer’s provisioning of the M2M Services, and if Sprint works with such vendor or contractor, in all such cases Customer is responsible for the actions of such vendors or contractors.
- e. **Compliance with Applicable Law.** Customer is responsible for complying with all applicable U.S. and foreign laws, rules, orders, and regulations governing the provision of its Bundled Service(s) and M2M Devices to End Users, and all applicable data protection and privacy laws and regulations with respect to any personal data of an Employee or End User that Customer may collect and process in connection with the use of an M2M Device or M2M Service. Sprint does not represent or warrant, and nothing in this Annex or the Agreement will be construed to mean, that any Sprint Products, Services or notices that Sprint requests Customer to provide to Employees or End Users, will put or keep Customer in compliance with any laws, rules, or regulations.
- f. **Data Protection and Privacy.**
 - A. **Location Based Services.** To the extent an M2M Device involves a Location Based Service, Customer must ensure that each Employee and End User using such device is properly notified in accordance with the CTIA Best Practices and Guidelines for Location-Based Services, which can currently be found at http://files.ctia.org/pdf/CTIA_LBS_Best_Practices_Adopted_03_10.pdf. In addition, for International M2M Services, Customer must provide any applicable notification and comply with all regulatory rules or requirements, statutes or obligations applicable to Location Based Services in the jurisdiction where the International M2M Services are provided.
 - B. **Use Information.** Customer (i) is fully responsible for any unauthorized collection, disclosure, disposal or use of, or access to, personal data in Customer’s possession or under Customer’s control that relates to an Employee’s or End User’s use of the M2M Device including, without limitation, location information; (ii) will implement administrative, physical, and technical safeguards to protect the same; (iii) will maintain an up-to-date privacy policy that fully explains (a) what information it collects about its Employees and End Users, (b) how it uses that information, (c) how it secures that information, and (d) to whom it discloses that information; and (iv) will comply with all applicable laws, including without

limitation data security, privacy, marketing, and consumer protection laws as applicable within the United States, as well as with applicable data protection and privacy laws and regulations with respect to any personal data that Customer may process with respect to an Employee or End User.

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

h. Responsibility for End Users and the Bundled Service.

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

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

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

i. [INTENTIONALLY OMITTED]

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

7. [INTENTIONALLY OMITTED]

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

9. DEFINITIONS

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

b. "End User" means any third party using the Bundled Service.

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

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

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

f. "International M2M Network" consists of third party carrier networks that support GSM-based network technologies such as EDGE, GPRS, HSPA and HSPA+ and that are utilized by Sprint to provide M2M Services outside of the United States via one or more SIM Cards. Network technologies are provided at the third party carrier's sole discretion and may change from time to time. Sprint will use commercially reasonable efforts to provide advance notice to Customer of any material changes to the supported network technologies.

- g.** “**International M2M Services**” means M2M Services provided over an International M2M Network using SIM Cards.
- h.** “**M2M Device**” means a device that (a) operates on the Sprint M2M Network or an International M2M Network; (b) has been approved and certified by Sprint for use with M2M Services provided on the Sprint M2M Network, or a device that meets the required European Telecommunications Standards Institute (ETSI) standards for GSM network compatibility and supports the correct frequency bands for M2M Services provided on an International M2M Network; and (c) (i) Employees use with M2M Services, or (ii) has been integrated, by Customer, into the Bundled Service, in each case in a manner that has been approved by Sprint.
- i.** “**M2M Services**” means the data and SMS services that operate on a Sprint M2M Network or an International M2M Network and that allow machines to transport data to other machines in a predetermined process provided to Customer by Sprint as described in the Agreement.
- j.** “**SIM Card**” means the card or chipset provided by a Sprint-authorized third party for the M2M Services to interoperate with International M2M Networks, in accordance with this Annex and the Agreement.
- k.** “**Sprint M2M Networks**” consists of (a) the Nationwide Sprint Network, Sprint 3G Network and/or Sprint 4G LTE Network used by Sprint to provide the M2M Services in the United States, and (b) third party carrier networks in Canada and Mexico that support CDMA-based network technologies and that are utilized by Sprint to provide M2M Services via roaming.

**Attachment 5:
Secure Mobile VPN End User License Agreement**

COLUMBITECH AB, A COMPANY INCORPORATED UNDER THE LAWS OF SWEDEN ("LICENSOR") IS WILLING TO LICENSE THE COLUMBITECH MOBILE VPN CLIENT(tm) FOR WINDOWS 2000/XP/VISTA/7/MOBILE/8/CE/WP8/10/Android/iOS SOFTWARE AND ACCOMPANYING ELECTRONIC MANUALS ("SOFTWARE") TO YOU ("LICENSEE") ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY BEFORE INSTALLING OR DOWNLOADING THE SOFTWARE. BY INSTALLING OR DOWNLOADING THE SOFTWARE YOU WILL BE DEEMED TO HAVE ACCEPTED THEM. IF YOU DO NOT AGREE TO THESE TERMS, THEN LICENSOR IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, IN WHICH EVENT YOU SHOULD RETURN THE SOFTWARE PROMPTLY TO THE PLACE FROM WHICH IT WAS ACQUIRED, AND YOUR MONEY WILL BE REFUNDED.

OWNERSHIP OF THE SOFTWARE

You acknowledge that the Software and any new releases or enhancements thereto, belongs to Licensor, and that Licensor retains all right, title and interest in and to the Software. You acknowledge that US copyright laws, by laws of other nations and by international treaties protect the Software. You acknowledge that Licensor owns all copyright, trade secret, and other proprietary rights in the Software.

GRANT OF LICENSE

Licensor grants to Licensee a non-exclusive, non-transferable right, with no right to sub-license, to load install and use one copy of this Software according to the terms set out below.

- i) If the Software is a Corporate Edition, Licensee may use the Software on a single handheld computer with a single central processing unit (CPU).
- ii) If the Software is an Evaluation Edition, Licensee may use the Software for a period of thirty (30) days ("Evaluation Period") from the receipt of the Software, and solely for the purpose of internal testing and evaluation. If Licensee desires to continue to use the Software after the Evaluation Period then Licensee must, after Licensor's approval convert this License to a perpetual license on Licensor's then current license terms. Licensee agrees to use the Software only for Licensee's own business and is only allowed to use the Software in its entirety. The Licensee is only entitled to make one (1) additional copy of the Software for the purposes of back up and testing the Software. The Licensee is not entitled to translate, adapt, modify, disassemble, decompile or reverse engineer the Software except to the extent that is otherwise provided by compulsory law. The Licensee is not granted any right other than what is specifically stated in this license agreement. Licensee may not disclose the Software except as permitted by this license agreement.

TERM

This license is effective upon Licensee's acceptance and shall remain in effect as long as the Licensee has need for the Software, except where a specific term is agreed under Grant of License (ii) above. Licensor may terminate this license if Licensee fails to comply with the terms and conditions of this agreement or if the license fee remains unpaid by the Licensee fifteen (15) days after the due date of such fee. Upon termination of this agreement, Licensee shall permanently delete all copies of the Software and shall destroy accompanying written materials. Upon termination of the Agreement, the Licensee is not entitled to any refund of the license fee or any other compensation and is not entitled to any damages.

LIMITED WARRANTY

The Licensee is aware of the fact that computer software is a complicated product that may not work without interruption or be error-free, and that the operation of the Software may be affected by other computer programs installed on the same computer or in the same computer network. Licensor warrants that the Software will perform substantially in accordance with the accompanying electronic manuals for a period of three (3) months - or the license period, where a shorter license period has been agreed - from the date of Licensee's receipt of the Software, provided that the Software is installed according to the instructions in the electronic manuals, that only approved versions of other computer programs and operating systems (a list of which can be acquired from Licensor) are installed on the same computer as the Software, and that the Software is installed on one of a set of approved computer hardware configurations (a list of which can be acquired from the Licensor). In addition, the Licensor warrants that the media, on which the Software was delivered, is free from defects for a period of thirty (30) days from the date of Licensee's receipt of the Software. In addition, Licensor warrants that the Software does not infringe copyrights from third parties, provided that Licensor is given prompt notice by Licensee of any infringement claims made against Licensee, that Licensor is given the opportunity to, at its own discretion and at its own cost, legally defend or settle such claims, and that Licensee will give such

assistance as Licensor may reasonable require to defend such claims. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation of liability as regards damages is however not applicable should the damage have been caused by the Licensor being grossly negligent*. Some countries, US states and other jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Licensor's entire liability and licensee's exclusive remedy for any liability or breach of warranty shall be, at licensor's choice, either (a) return of the price paid or (b) replacement of the software that does not meet Licensor's limited warranty. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This Limited Warranty is void if failure of the Software has resulted from modification, accident, abuse, or misapplication. *This provision is not applicable in the United States.

EXPORT LAW

This Software may be subject to export restrictions. Licensee must seek and obtain the appropriate permits before exporting or re-exporting the Software.

GOVERNING LAW

This license contains the entire agreement between the parties with respect to the license of the Software. This License will be governed by and construed in accordance with the laws of the State of New York, as applied to agreements entered into and to be performed entirely within New York between New York residents.

This license is not assignable or transferable by Licensee without prior written approval of Licensor. Licensee agrees to jurisdiction in New York.

COMPLETE AGREEMENT

This License constitutes the entire agreement between the parties with respect to the use of the Columbitech Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Columbitech. The parties hereto have expressly required that the present Agreement and its exhibits be drawn up in the English language.

**Attachment 6:
ClickSoftware Customer Agreement for StreetSmart**

This Customer Agreement ("Agreement") governs Your acquisition and use of services from ClickSoftware, Inc. ("ClickSoftware"). If you ("You," "Customer") purchase Services pursuant to a Sales Order form, this Agreement includes and incorporates such Sales Order Form, as well as the accompanying Terms and Conditions. By accepting this Agreement, either by clicking a box indicating Your acceptance or by executing a Sales Order Form that references this Agreement, You expressly agree to the terms of this Agreement. If You enter into this Agreement on behalf of a Company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms and conditions. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept this Agreement and may not use the Services. Each party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in the Agreement to the exclusion of all other terms. The parties may add additional services or features by mutually executing subsequent Sales Order Forms (that reference this Agreement) in ClickSoftware's standard form or by accepting equivalent online documentation, and each such Sales Order Form shall be subject to all of the terms and conditions of this Agreement. This Agreement was last updated on January 19, 2016. It is effective between You and ClickSoftware as of the date of You executing the initial Sales Order Form that references this Agreement or the date of You accepting this Agreement, whichever is earlier.

Terms and Conditions

1. SERVICES

Subject to the terms and conditions of this Agreement, ClickSoftware will use reasonable commercial efforts to provide Customer the Services described on the Sales Order Form or equivalent online documentation, for the number of Customer employees or contractors authorized by ClickSoftware to use the Services ("Designated Users"), as set forth on the applicable Sales Order Form or equivalent online documentation. Customer acknowledges that ClickSoftware's provision of the Services is dependent in part on Customer's compliance with the terms of Section 2.2 hereunder. Accordingly, any dates or time periods relevant to ClickSoftware's provision of Services or other performance will be extended appropriately and equitably to reflect any delays due to the Customer. This is a contract for ClickSoftware's Software-as-a-Service offering. Any software will be installed, accessed and maintained only by or for ClickSoftware and no license is granted thereto. In addition, use of the Service may require Customer and/or its Designated Users to download and install certain software, which may be subject to additional terms and conditions, and Customer agrees to comply (and ensure that each of its Designated Users complies) with all such terms and conditions, and to be liable for any breach by any Designated User of such terms and conditions. The Services are intended to allow Customer to capture and track certain time, event and location data (collectively, the "Information") and transmit such Information via cellular telephones (the "Phone(s)") to a server owned or managed by ClickSoftware ("Server(s)") for storage and retrieval. Customer grants to ClickSoftware a non-exclusive, transferable right during the term of this Agreement to transmit, store and utilize the Information in the Servers, in connection with ClickSoftware's activities under this Agreement. Customer further understands and agrees that ClickSoftware may provide certain features or services through the Service that require the use of Customer's personal computer while the Customer is logged into the Service, to run certain background computations which may or may not be related to Customer's use of the Service.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly (or permit or assist any third party to): reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software; copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; alter, obscure or remove any proprietary notices or labels; or use (or allow to be used, or provide to any third party) any data, content or information created or generated by the Services, except in connection with Customer's use of the Services during the term hereof. Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

2.2 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer shall be responsible for: (a) obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and ensuring that such equipment and ancillary services are compatible with the Services (and, to the extent applicable, the Software) and complies with any configurations and specifications provided by ClickSoftware. Customer acknowledges and agrees that, in order to use the Services, Customer must acquire and maintain an appropriate data plan from the carrier of Customer's choice; that such data plan will not be provided by ClickSoftware; and that the costs and fees associated with the data plan are not included in the Fees (as defined below) and Customer will be billed directly by the carrier for the data plan, and agrees to pay all costs and expenses related to the data plan. The carrier may impose additional terms and conditions for

Customer's use of the Software and Services, but in the event of any conflict or inconsistency between such terms and conditions and this Agreement, the terms and conditions of this Agreement will prevail.

2.3 Customer further acknowledges and agrees (and shall inform each of its Designated Users) that ClickSoftware shall have no liability or responsibility, and Customer shall have sole liability and responsibility, for (a) any actions taken by Customer with respect to such Designated Users (including without limitation suspension, termination or disciplinary action) as a result of Customer's use of the Services, and (b) any actions, suits, or claims arising therefrom.

2.4 Certain features of the Service rely upon Phone-based location information. To provide such features or services, ClickSoftware and its partners and licensors may collect, use, transmit, process and maintain a Designated User's location data, including, without limitation, the real-time geographic location of the Designated User's Phone. Customer hereby agrees and consents to such collection, use, transmission, processing and maintenance of such data. In addition, by enabling and/or using any location-based services or features within the Service, Customer agrees and consents to ClickSoftware collecting, using, processing and maintaining information related to Customer's account, and any devices registered thereunder, for purposes of providing such location-based service or feature to Customer. Such information may include, but is not limited to, Customer's user name or identification, Phone identification, Phone type and real-time geographic location of Customer's Phone at time of Customer's request. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. ClickSoftware does not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service. CUSTOMER IS RESPONSIBLE FOR ENSURING THAT EACH DESIGNATED USER UNDERSTANDS THAT BY DOWNLOADING THE SOFTWARE TO SUCH DESIGNATED USER'S PHONE AND USING SUCH SOFTWARE, THE DESIGNATED USER HAS CONSENTED TO CLICKSOFTWARE'S COLLECTION, USE, PROCESSING, AND MAINTENANCE OF LOCATION-BASED INFORMATION PROVIDED BY SUCH PHONE (AS SET FORTH IN THIS SECTION 2.4).

2.5 ClickSoftware makes no representation or warranty as to the security or privacy of Information transmitted from the Designated User's phone through use of the Software and Customer shall inform its Designated Users that wireless transmissions of Information may not be secure or private. Customer shall also inform its Designated Users that the Software has been designed to employ the Phone's GPS capabilities as set forth in Section 2.4 above to report the location coordinates of the Phone and such location coordinates will be transmitted to ClickSoftware's Servers for storage and retrieval unless Designated User turns off the Phone's GPS capabilities. Customer agrees that ClickSoftware may use and/or provide to its affiliates, partners, and licensors any aggregated Information, including, but not limited to location coordinates of the Phone and the time stamp when the Information was received, for its bona fide business purposes, so long as such aggregated Information does not disclose any personally identifiable information of Customer or the Designated User.

3. **CONFIDENTIALITY**

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees:

- (i) to take reasonable precautions to protect such Proprietary Information, and
- (ii) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document

- (a) is or becomes generally available to the public, or
- (b) was in its possession or known by it prior to receipt from the Disclosing Party, or
- (c) was rightfully disclosed to it without restriction by a third party, or
- (d) was independently developed without use of any Proprietary Information of the Disclosing Party or
- (e) is required by law to be disclosed.

In any event, ClickSoftware may collect and anonymously use aggregated data ClickSoftware creates in connection with its performance of the Services in order to generally improve and optimize the performance of the Software, Services, and any other ClickSoftware products and services, provided that in no event will ClickSoftware share any data with any third party in a manner that would identify Customer. Customer expressly agrees and represents that when using the Software, it shall not disclose or populate the Software/Service with protected health information or individually identifiable information as such are defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services pursuant to HIPAA ("HIPAA Regulations"), including without limitation the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164 ("Privacy Rule") and Security Standards at 45 CFR Part 160, Part 162 and Part 164 ("Security Rule"), and the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recover and Reinvestment Act of 2009 (the "HITECH Act") and regulations promulgated thereunder (the "HITECH Regulations"), as each of which may be amended from time to time. Customer

further agrees that it shall indemnify, defend and hold harmless ClickSoftware from any claims, suits, damages and penalties resulting from Customer's breach of the foregoing.

4. PAYMENT OF FEES

4.1 Customer will pay ClickSoftware the then-applicable fees for the Services (the "Fees"). Currently applicable Fees are set forth in the Sales Order Form or equivalent online documentation. ClickSoftware reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

4.2 Full payment for all invoices must be received by ClickSoftware thirty (30) days from the date of receipt of invoice by Customer, or the Services may be terminated. If Customer believes that ClickSoftware has billed Customer incorrectly, Customer must contact ClickSoftware no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to ClickSoftware's Accounting department. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on ClickSoftware's net income.

5. TERM; TERMINATION

5.1 Subject to earlier termination as provided below, this Service Agreement is for an initial term of one year or, if longer, the term set forth on the Initial Sales Order Form or equivalent online documentation, and thereafter shall be automatically renewed for additional one year terms, unless either party requests termination by sending written notice to the other party at least thirty (30) days prior to the end of the then-current term. Customer shall notify each Designated User upon any expiration or termination of this Agreement.

5.2 In addition to any other remedies it may have, either party may also terminate this Service Agreement upon thirty (30) days' notice (or ten (10) days in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Service Agreement and such breach is not cured within the relevant notice period. Customer will pay in full for the Services up to and including the last day on which the Services are provided. If ClickSoftware terminates this Agreement for Customer's material breach, or if Customer terminates without cause, all Monthly Minimum Fees paid in advance shall be non-refundable, and all unpaid Monthly Minimum Fees for the remainder of the then-current term shall be due and payable immediately upon such termination. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, Section 2.1, accrued rights to payment, confidentiality obligations, warranty disclaimers, limitations of liability and non-solicitation.

6. WARRANTY AND DISCLAIMER

ClickSoftware shall use reasonable commercial efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by ClickSoftware or by third-party providers, or because of other causes beyond ClickSoftware's reasonable control, but ClickSoftware shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, ClickSoftware DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE FOREGOING, THE SERVICES ARE PROVIDED "AS IS" AND CLICKSOFTWARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT NEITHER CLICKSOFTWARE NOR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND INTERNET SEARCH ENGINES. CLICKSOFTWARE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CLICKSOFTWARE AND ITS SUPPLIERS SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND ClickSoftware' REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY

CUSTOMER TO ClickSoftware FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

8. INDEMNITY

8.1 ClickSoftware shall indemnify and defend Customer against any costs, liabilities and expenses (including reasonable attorneys' fees) arising from a third-party action, claim or suit ("Claim") to the extent such Claim alleges that the Software or Services infringe any U.S. intellectual property right of a third party. The foregoing obligation shall not apply with respect to any Claim arising from or relating to

- (i) Customer's use of the Software or Services other than in accordance with and as contemplated by this Agreement, all applicable documentation, and instructions from ClickSoftware;
- (ii) the combination of the Software or Services with any other products, services, materials or technology, if the Software or Services would not be infringing without such combination; or
- (iii) modifications to the Software or Services made according to Customer's specifications.

8.2 If the Software or Services become the subject of an intellectual property infringement Claim, ClickSoftware may, at its sole option,

- (i) procure for Customer a license to continue using the Software or Services in accordance with this Agreement;
- (ii) replace or modify the allegedly infringing portion of the Software or Services to avoid the infringement, or
- (iii) terminate this Agreement and refund any prepaid unused fees as of the date of termination. This Section 8.2 sets forth Customer's sole remedy in the event that the Software or Services become the subject of any infringement Claim.

8.3 Customer shall indemnify and defend ClickSoftware against any costs, liabilities and expenses (including reasonable attorneys' fees) incurred in connection with

- (a) any Claim arising from any actual or alleged breach of this Agreement by Customer, or otherwise from Customer's use of the Software or Services (including, without limitation, for any Claim arising from any action that Customer takes with respect to any Designated User, including without limitation suspension, termination or disciplinary action) as a result of using the Software or Services) or
- (ii) any infringement Claim that is excluded from ClickSoftware's indemnity obligation pursuant to the second sentence of Section 8.1.

8.4 Each party's obligations under this Section 8 shall be conditioned on

- (i) the party seeking indemnification providing the indemnifying party with prompt notice of any Claim,
- (ii) sole control of the defense and settlement of any such Claim and
- (iii) reasonable cooperation in such defense and settlement.

9. PUBLICITY

ClickSoftware may identify Customer as a customer of the Services on ClickSoftware's customer lists and in its advertising and marketing materials, and Customer hereby grants to ClickSoftware the right to use Customer's name and trademarks in connection therewith. With Customer's prior consent, ClickSoftware may develop and publish a case study and/or press release based upon Customer's use of the Services.

10. PROFESSIONAL SERVICES

Upon execution of a mutually agreed Statement of Work, ClickSoftware agrees to use reasonable commercial efforts to provide agreed upon professional services relating to the Services ("Professional Services"). The Professional Services will be provided at ClickSoftware's then-current standard rates for such services. All payments for professional services shall be subject to the payment terms and conditions set forth in Section 5. ClickSoftware shall retain ownership of all right, title and interest in and to its preexisting software, technology, materials and other intellectual property, as well as all data, materials, software, ideas, concepts, designs, techniques, know-how, inventions, tools, works of authorship and any other technology or information resulting from or arising in the course of performance of the professional services, and all related intellectual property rights. Customer acknowledges and agrees that nothing in this Agreement shall restrict or prevent ClickSoftware from providing professional services of any nature to any other person or entity.

11. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with ClickSoftware's prior written consent. ClickSoftware may transfer and assign any of its rights and obligations under this Agreement without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other

understandings relating to the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent there is any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Sales Order Form, the terms of such exhibit, addendum or Sales Order Form shall prevail. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind ClickSoftware in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.