PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES

WIRELESS SERVICES 2012-2016

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
State of Nevada
(hereinafter "Participating State")

1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. 1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized to utilize this Master Service Agreement. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. Participation: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Western States Contracting Alliance

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Service Agreement:

This Addendum shall not become effective until and unless approved by the Nevada State Board of Examiners (anticipated to be August 14, 2012).

Consideration: The parties agree that Contractor will provide the services specified in paragraph five (5) of the Master Service Agreement incorporated into this Addendum as Exhibit B at a cost as outlined in Exhibit B. The total Addendum or installments payable by the Participating State shall be as follows: as invoiced by Contractor and approved by the Participating State, not to exceed $1,500,000.00 for the Initial Term of the Master Service Agreement. This "not to exceed" amount is for the Participating State only and does not apply to purchases by other Buyers under this Addendum. The Participating State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Addendum term) or a termination as the results of legislative appropriation may require.

Termination for Non-appropriation: The continuation of this Addendum beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The Participating State may terminate this Addendum, and Contractor waives any and all claim(s) for damages for periods after the effective date of termination, effective immediately upon Contractor's receipt of written notice (or any future date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

Authorized Participating Entities: State of Nevada agencies, the University and Community College System, the Court System, the Legislative Counsel Bureau, and Local Governments (i.e., cities, counties, school districts, etc.) as defined in NRS §332.015, collectively "Participating Entities") are authorized to use this Addendum, subject to all terms and conditions thereof pursuant to NRS §332.195. The parties acknowledge and agree that the Participating State is not liable for the obligations resulting from use of this Addendum by any University and Community College System, the Court System, the Legislative Counsel Bureau, Local Governments. Utilization of the Master Service Agreement (but not this Addendum) by non-profits shall be at the sole discretion of Contractor and shall require the execution of a separate Participating Addendum.

Nevada Quarterly Reporting: Contractor will provide a quarterly sales report showing the gross Nevada sales under this Addendum for the quarterly period just ended in accordance with the following schedule:

1st Quarter – January – March – due by May 15th
2nd Quarter – April – June – due by August 15th
3rd Quarter – July – September – due by November 15th
4th Quarter – October – December – due by February 15th

4. [Purposely Left Blank.]

5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Gray Sigler
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	775-450-2916
Fax	See Secondary Contact
E-mail	Gray.r.Sigler@sprint.com

Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

Participating State

Name	Teri Smith, State of Nevada
Address	515 East Musser Street Suite 300
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

6. [Purposely Left Blank.]

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7. Purchase Order Instructions:

All orders should contain the following mandatory language (1) indicating that "all Purchase Orders or Sprint Approved funding documents will be in accordance with and subject to WSCA Contract # 1907" (2) Your Name, Address, Contact Number, email address and Contractor's account number(s) (3) Purchase order amount.

8. Price Agreement Number:
All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State contract number: 1907 and the Lead State price agreement number: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State/Participating Entity and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds.. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

10. Sprint Approved Funding Document: The Sprint Approved Funding Document ("Funding Document") is attached hereto as Exhibit A. As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers to provide the Funding Document.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of Board of Examiners approval below.

Participating State: State of Nevada	Contractor: Sprint Solutions, Inc.
By:	By:
Name: Greg Smith	Name: Michaela Clairmonte
Title: Administrator, Purchasing Division	Title: Manager, Contract Negotiations
Date: 7-27-12	Date: July 12, 2012

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 9/11/12
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On 7 Aug 12
(Date)

Sprint — Approved as to Legal Form

KAC – 11 July 2012

EXHIBIT A – FUNDING DOCUMENT

<Date>

<Agency Name>
<Contracting Officer or Authorized POC- insert Name & Title>
<Street Address>
<City>, <State> <ZIP Code>
<Insert Phone Number>
<Email>

Dear <Insert Sprint Sales Rep Name>,

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907**, dated_____, and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the Participating State, State of Nevada.**

Billing Account Numbers: [Insert List of Sprint Billing Account Numbers]

I, _____, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for [Insert Agency Name]; (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the Participating State, State of Nevada;** and (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the [Insert Agency Name].

Furthermore, I certify the [Insert Agency Name] (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the [Insert Agency Name] acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The [Insert Agency Name] agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

<Sign Name, Title>