

Amendment No. 2
to
Contract No. 5600 NC170000014
for
Wireless Communication Services and Equipment
between
Sprint Solutions, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 29, 2018, through December 28, 2019. No options remain.
- 2.0 The total contract amount is increased by \$70,000.00 by this extension period. The total contract authorization is recapped below.

| Action | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term: 12/29/2016 – 12/28/2017 | \$70,000.00 | \$70,000.00 |
| Amendment No. 1: Option 1 – Extension 12/29/2017 – 12/28/2018 | \$70,000.00 | \$140,000.00 |
| Amendment No. 2: Option 2 – Extension 12/29/2018 – 12/28/2019 | \$70,000.00 | \$210,000.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: [Signature] 11/20/2018

Printed Name: Michaela Clairmonte
Authorized Representative

Sprint Solutions, Inc.
12502 Sunrise Valley Drive
MS: VARESA0208
Reston, VA 20191
Michaela.Clairmonte@sprint.com

Sign/Date: [Signature] 11/26/18

Printed Name: Bartley Tyler
Authorized Representative

Sign/Date: [Signature]

Printed Name: JANE T. HOWARD

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Approved by
Public Sector Legal
as to legal form

KAC 11-20-18



Amendment No. 1
to
Contract No. NC170000014
for
Wireless Communication Services and Equipment
between
Sprint Solutions, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension options for the above-referenced contract. Effective December 29, 2017 the term for the extension option will be December 29, 2017 through December 28, 2018 with one (1) option remaining.
- 2.0 The total contract amount is increased by \$70,000.00 for the current extension option period. The total contract authorization is recapped below:

| Action | Action Amount | Total Contract Amount |
|--|---------------|-----------------------|
| Initial Term: 12/29/2016 – 12/28/2017 | \$70,000.00 | \$70,000.00 |
| Amendment No. 1: Option 1 – Extension 12/29/2017 – 12/28/2018 | \$70,000.00 | \$140,000.00 |

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Michaela Clairmonte 11/14/2017

Printed Name: Michaela Clairmonte
Authorized Representative

Sprint Solutions, Inc.
12502 Sunrise Valley Drive
MS: VARESA0208
Reston, VA 20191
Michaela.Clairmonte@sprint.com

Sign/Date: Paula Barrieffe 11/14/17

Paula Barrieffe
Procurement Specialist I - IT Procurement
City of Austin
Purchasing Office

Approved by
Public Sector Legal
as to legal form

TFD 11/14/17



Purchase Order - Vendor Single

Page: 1 / 1

| Reference Number | P.O. Date | Price Agreement # | Requestor | Buyer |
|-------------------------|-----------|---------------------|--------------------------|--------------------------------|
| DO 6400 16123005172 - 1 | 12/30/16 | MA 5600 NC170000014 | Gil Zilkha, 512-974-2696 | See Solicitation, 512-974-2500 |

| VENDOR | SHIP TO | BILL TO |
|---|--|---|
| MICHAEL PAROBY SPR8319923 SPRINT SOLUTIONS INC 2001 EDMUND HALEY DR RESTON, VA 20019-3436 | CTM Main Location City of Austin 1124 S. IH-35, Suite 300 Austin, TX 78704-2614 | City Of Austin CTM Accounts Payable PO BOX 1088 Austin, TX 78767 |


The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS or call the Purchasing Office at (512) 974-2500. Please include above reference number on all packages, deliveries, and invoices.

| Line | Quantity | Unit | Comm Code | Commodity Line Description | Unit Price | Extended Amount |
|----------------------|----------|------|-----------|------------------------------|------------|-----------------|
| 1 | 0.00 | | 91575 | Telephone Services, Cellular | 0.000000 | \$70,000.00 |
| Extended Description | | | | | | |

Order Total: \$ 70,000.00

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.


Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order

Date

12/30/16

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Sprint Solutions, Inc. dba Sprint (“Contractor”)
for
Wireless Communication Services and Equipment**

This Contract is between Sprint Solutions, Inc. dba Sprint having offices at 11044 Research Blvd., Suite C-300, Austin, TX 78759 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor’s H-GAC Contract #CW10-14.

1.1 This Contract is composed of the following documents:

- 1.1.1 H-GAC End User Agreement between Contractor and City dated December 28, 2016 (“End User Agreement”), including the Sprint End User Standard Terms and Conditions for Communication Services (“End User Terms and Conditions”) pursuant to H-GAC Contract No. CW10-14
- 1.1.2 H-GAC Contract (H-GAC No. CW10-14)
- 1.1.3 This Contract
- 1.1.4 Exhibit A, Supplemental Terms
- 1.1.5 Exhibit B, Scope of Work
- 1.1.6 Exhibit C, Non-Discrimination Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 H-GAC End User Agreement between Contractor and City as referenced in Section 1.1.1
- 1.2.2 Sprint End User Terms and Conditions as referenced in Section 1.1.1
- 1.2.3 H-GAC Contract (H-GAC CW10-14) as referenced in Section 1.1.1
- 1.2.4 This Contract
- 1.2.5 Exhibit A, Supplemental Terms as referenced in Section 1.1.3
- 1.2.6 Exhibit B, Scope of Work as referenced in Section 1.1.4, including subsequent clarifications

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.5 Compensation. The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work, as described herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$70,000.00 for the initial term, \$70,000.00 for the first extension, and \$70,000.00 for the second extension, for a total estimated contract amount not to exceed \$210,000.00 comprising the software maintenance and support fees. Notwithstanding the foregoing, the Parties acknowledge that in the event the actual amount payable to Contractor by the City approaches the not-to exceed amount during the initial term or either the first or second extensions, then prior to the City incurring charges in excess of the not-to exceed amount, the Parties will either; 1) approve an increase to the not-to-exceed amount by written amendment to this Contract; or 2) terminate the Contract pursuant to Section 13.2, paragraph D (“Termination for Nonappropriation”) of the Sprint End User Terms and Conditions.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

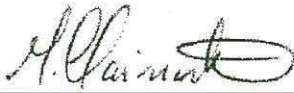
In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Sprint Solutions, Inc.

CITY OF AUSTIN

Michaela Clairmonte

Printed Name of Authorized Person



Signature

Manager, Contract Negotiations

Title:

December 29, 2016

Date:

Gil Zilber

Printed Name of Authorized Person



Signature

Contract Administrator

Title:

12/29/16

Date:

Exhibit A – Supplemental Terms

Exhibit B – Scope of Work

Exhibit C – Form 1295 “Certificate of Interested Parties” Instructions

Exhibit D – Non-Discrimination Certification

Sprint — Approved
as to Legal Form

TFD
29 Dec 16

Exhibit A Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Michaela Clairmonte, Phone: (703) 433-8581, Email: michaela.clairmonte@sprint.com. The City's Contract Manager for the engagement shall be Rob Floyd, Phone: (512) 972-0029, Email: Rob.Floyd@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

| | |
|-----------------------|--|
| | City of Austin |
| Department | Communication Technology Management or (CTM) |
| Attn: | Accounts Payable |
| Address: | PO Box 1088 |
| City, State, Zip Code | Austin, TX 78767 |

3. **Travel Expenses.** No travel expenses are authorized under this Contract.

4. **Equal Opportunity**

5.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

- i. Upon reasonable prior written notice, the Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access at Sprint's business offices during normal business hours to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. Further, due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor acting on behalf of the City shall be subject to prior approval by Contractor and may be required at Contractor's sole discretion to execute Contractor's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Contractor's records. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- ii. The Contractor shall ensure that the requirements of this provision shall be consistent with audit right provisions within all Contractor's subcontractor agreements entered into in connection with this Contract.

6. **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

1. All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program

provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

2. The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**
3. If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Exhibit B Scope of Work

SPRINT SOLUTIONS, INC. dba SPRINT SCOPE OF WORK---22370

The contract will provide wireless data network connectivity and related services and equipment to various City departments for 12 months in an amount not to exceed \$70,000 with two additional, 12-month extension options in an estimated amount not to exceed \$70,000 per extension option, for a total estimated contract amount not to exceed \$210,000.

- For the Austin Police Department, Austin Fire Department, Austin-Travis County Emergency Medical Services, and the Office of Homeland Security and Emergency Management, wireless data network connectivity will allow service calls to be wirelessly sent via the City's Computer Aided Dispatch system to mobile data devices (laptop computers) installed in the vehicles of first responders.
- For the Watershed Protection, Health and Human Services, and Austin Resource Recovery Departments, wireless data network connectivity will allow inspectors, using the mobile data devices (laptop computers) installed in their vehicles, to wirelessly access the permitting and inspection databases of the permitting system, complete their research and inspection work, and provide copies of reports to customers while still in the field.
- For the Austin Water and Austin Energy, wireless data network connectivity will provide service for wireless metering (using wireless-equipped modems) as well as enable the utilities to route service orders directly to their field crews via mobile data devices (laptop computers).
- For the Aviation, Financial and Administrative Services, and other City departments, wireless data network connectivity allows employees to remotely access informational databases and to transmit/report information used in departmental activities such as noise monitoring, GIS surveys, workforce scheduling, service order routing, in-field report filing, inventory and asset management, facilities management, construction management, security and public safety communications, and Information Technology support.
- Several Departments, including Austin Resource Recovery, Austin Water, Austin Energy, Public Works (Street and Bridge), and Watershed Protection, use this contract for Automatic Vehicle Location.
- Various City departments have cell phones with service. The City has a total of approximately 395 phones with wireless voice only service, 20 which are for emergency use only, and 105 phones with data and voice service.

The Houston-Galveston Area Council of Governments (H-GAC) Cooperative establishes competitively bid contracts that can be utilized by the State and other government agencies through a Cooperative Agreement. Cooperative agreements save taxpayer dollars by leveraging the State's volume-buying power to drive down costs on hundreds of technology contracts through a streamlined Cooperative purchasing program.

Exhibit C
FORM 1295 "CERTIFICATE OF INTERESTED PARTIES" INSTRUCTIONS

CITY OF AUSTIN
PURCHASING OFFICE

FORM 1295 "CERTIFICATE OF INTERESTED PARTIES" INSTRUCTIONS

As required by Section 2252.908 of the Texas Government Code, the Business Entity constituting the Offeror is required to submit to the City a complete Form 1295 "Certificate of Interested Parties" that is signed and notarized prior to contract execution.

The Business Entity will use Form 1295 to make and reaffirm the disclosure of Interested Parties. See definitions below:

1. **Interested Party** – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.
2. **Controlling Interest** – means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers
3. **Business Entity** – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

Revised December 2015

Exhibit D
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

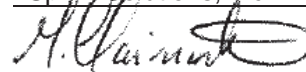
Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 29th day of December, 2016

CONTRACTOR
Authorized
Signature

Sprint Solutions, Inc.



Title

Manager, Contract Negotiations

**END USER AGREEMENT
WIRELESS & VOIP TELECOMMUNICATIONS EQUIPMENT & SERVICES
H-GAC CONTRACT #CW10-14**

This End User Agreement ("Agreement") is entered into between Sprint Solutions, Inc. ("Sprint") and City of Austin ("End User") under the Houston Galveston Area Council ("H-GAC") the Contract for Wireless & VOIP Telecommunications Equipment & Services No. CW10-14 dated October 1, 2014, as may have been amended ("H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to End Users who have entered into an Interlocal Contract with H-GAC.

Sprint and End User agree as follows:

1. **Relationship of Parties.** By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. Upon execution of the Agreement by End User, End User will be eligible to submit orders for the Equipment and Services set forth in the H-GAC Contract.
2. **End User Terms and Conditions.** By signing this Agreement, End User agrees to be bound by the Sprint End User Standard Terms and Conditions for Communication Services ("End User Terms and Conditions") which are incorporated into this Agreement by this reference as posted to www.sprint.com/hgac. Sprint may change its End User Terms and Conditions from time-to-time without notice.
3. **Wireline Charges. (Do not complete this Section if purchasing wireless Services only under the H-GAC Contract).** If End User is purchasing Sprint wireline Services and Equipment through the H-GAC Contract, please complete the following information below:
 - A. Sprint will provide the wireline Services and Equipment at the prices specified in Quote # _____ dated _____, as attached to this Agreement and incorporated by this reference. The terms and conditions of this Agreement will take precedence over any contrary statements in the Quote.
4. **Payment.** If End User is a Texas government agency, End User will comply with Chapter 2251, Texas Government Code, in making payments to Sprint. The statute states that payment for goods and services are due thirty (30) days after the goods are provided, the services completed or a correct invoice is received, whichever is later. Payment under the H-GAC Contract shall not foreclose the right to recover wrongful payments.
5. **End User Information.** The following is the relevant End User contact information:

Name: City of Austin

Billing Address: Communication Technology Management or (CTM)
Accounts Payable
PO Box 1088, Austin, TX 78767

Billing Contact: Arletha Guerrero

Phone Number: (512) 927-3262

Email Address: Arletha.Guerrero@austintexas.gov

6. In order to become effective this Agreement must be executed by a duly authorized representative of End User and delivered to Sprint no later than 30 days after signing. Upon End User's execution of this Agreement, it shall be deemed accepted by Sprint without counter-signature; provided that, End User does not make any modifications, addition, supplement and/or other change(s) ("Changes") to this Agreement or to the End User Terms and Conditions. Any Changes to this Agreement or the End User Terms and Conditions by End User shall render this Agreement null and void.

By:  Authorized Signature

Date: December 28, 2016

Name and Title: Gil Zilkha, Contract Administrator
 (please type or print)

Address: 1124 S. IH35, 3rd Floor
Austin, TX 78704

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-149326

Date Filed:
12/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sprint Solutions, Inc.
Reston, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

H-GAC No. CW10-14
Wireless Communication Services and Equipment

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Michaela Clairmonte, this the 10th day of January, 20 17.

Witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Annette Marie Bisbee
Printed name of officer administering oath

Notary
Title of officer administering oath

GOAL DETERMINATION REQUEST FORM

| | | | |
|---|------------------------|--------------------------------|--------------------------------|
| Buyer Name/Phone | J Howard (512)974-2031 | PM Name/Phone | Chuck Brotherton (512)927-3209 |
| Sponsor/User Dept. | CTM | Sponsor Name/Phone | Chuck Brotherton (512)927-3209 |
| Solicitation No | 22370 | Project Name | NEXTEL/SPRINT WIRELESS |
| Contract Amount | \$750,000 | Ad Date (if applicable) | N/A |
| Procurement Type | | | |
| <input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* | | | |
| <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement | | | |
| <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification | | | |
| Provide Project Description** | | | |
| .The contract will provide for wireless network connectivity and related services and equipment to various City departments for 12 months in an amount not to exceed \$150,000 with four 12-month extension options in an estimated amount not to exceed \$150,000 per extension option, for a total estimated contract amount not to exceed \$750,000. | | | |
| Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No. | | | |
| Not applicable | | | |
| List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable) | | | |
| Mobile Devices (72557-30%) Telecommunication Services (91579-70%) All remote service.(Attached SOW). | | | |
| Jim Howard | | 8/9/16 | |
| Buyer Confirmation | | Date | |

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

| | | | |
|---|-------------------------|-----------------------------|-----------|
| FOR SMBR USE ONLY | | | |
| Date Received | 8/9/2016 | Date Assigned to BDC | 8/10/2016 |
| In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination: | | | |
| <input type="checkbox"/> Goals | % MBE | % WBE | |
| <input type="checkbox"/> Subgoals | % African American | % Hispanic | |
| | % Asian/Native American | % WBE | |

GOAL DETERMINATION REQUEST FORM

| | |
|--|--|
| <input type="checkbox"/> Exempt from MBE/WBE Procurement Program | <input checked="" type="checkbox"/> No Goals |
|--|--|

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Commodity codes 72557 and 91579 have a total of 14 M/WBE companies available. However, this is a H-GAC cooperative purchase with not subcontracting opportunities.

Subcontracting Opportunities Identified

This is H-GAC cooperative purchase, therefore, no subcontracting opportunities are available.

Counselor Name

SMBR Staff *Kenneth Kaku*

Signature/ Date *Kenneth Kaku 8/10/2016*

SMBR Director or Designee

[Signature]

Date

8/10/16

Returned to/ Date:

**SPRINT END USER STANDARD TERMS AND CONDITIONS
FOR COMMUNICATION SERVICES
("End User Terms and Conditions")**

1. GENERAL.

- 1.1 Applicability.** These End User Terms and Conditions contain general provisions that apply to all Products and Services that Customer purchases from Sprint. "Agreement" refers to these End User Terms and Conditions and all attachments, exhibits, documents incorporated by reference, and all related Order(s). Other capitalized terms are defined in this Agreement or in the applicable Tariffs, Schedules or Product-specific Terms.
- 1.2 Eligibility.** The terms and conditions of this Agreement have been customized for federal, state, and local government entities and agencies. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.
- 1.3 Rates and Conditions Website.** End User's use of Sprint Products or Services is also governed by the applicable Tariffs or Schedules posted at <http://www.sprint.com/ratesandconditions> (the "Rates and Conditions Website"), and Product and Service annexes attached to this Agreement or posted on the Rates and Conditions Website.
- 1.4 Order of Precedence.** If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply: (a) the End User Agreement entered into between Sprint Solutions, Inc. and End User ("End User Agreement") pursuant to the Houston Galveston Area Council ("H-GAC") Contract for Wireless & VOIP Telecommunications Equipment & Services No. CW10-14 ("HGAC Contract"); (b) this Agreement, including all relevant attachments and exhibits; (c) the H-GAC Contract; and (d) posted or referenced terms. Furthermore, specific terms will control over general provisions and negotiated, added, or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

- 2. TERM.** The initial term for which Services shall be provided by Sprint shall be effective on the date the End User Agreement is executed by a duly authorized representative of the End User ("Effective Date") and continue for a period of 12 months from the Effective Date. Thereafter, the term of the End User Agreement between Sprint and End User shall automatically renew for an additional two, one-year periods unless either Party notifies the other in writing at least 30 days prior to the end of the then current 12-month period. The initial term and any renewal terms are collectively referred to as the "Term" of the End User Agreement. In the event that the H-GAC Contract terminates for any reason or expires, and the Term is still in effect, the Term will continue pursuant to the terms and conditions in this Agreement.

- 2.1 Follow-on Contract with H-GAC.** In the event the H-GAC Contract expires without further renewal during the Term of the End User Agreement and Sprint enters into a follow on contract with H-GAC for similar products and services ("Follow-on H-GAC Contract"), the End User Agreement will remain in full force and effect and Sprint will require that the Follow-on H-GAC Contract be substituted for the H-GAC Contract for the remainder of the Term of the End User Agreement. As of the effective date of the Follow-on H-GAC Contract, the terms and conditions of the Follow-on H-GAC Contract, including but not limited to the applicable End User Terms and Conditions and all attachments, exhibits, documents shall supersede and replace the terms and conditions of the H-GAC Contract for the remainder of the Term of the End User Agreement.

3. ORDERS AND CHARGES.

3.1 Orders.

- A. Purpose and Effect.** Orders describe the Products and Services being purchased, including quantity, delivery destinations, and any other information required by the Agreement. Except as required by applicable law or regulation or a "special customer arrangement" form signed by both parties, the terms and conditions appearing in an Order or in any acknowledgment or acceptance of an Order will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.
- B. Issuance and Acceptance.** End User will ensure that only persons authorized by End User will issue Orders under this Agreement and End User is liable for all Orders issued under this Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to End User; (2) delivering any of the Products or Services ordered; (3) informing End User of the commencement of performance; or (4) returning an acknowledgment of the Order to End User.
- C. Cancellation or Rejection.** End User may cancel an Order at any time before Sprint ships the Order or begins performance, but End User must pay any actual costs incurred by Sprint due to End User's cancellation. Sprint may reject or cancel an Order for any reason, including End User's negative payment history with Sprint,

failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify End User of rejected or canceled Orders.

- D. End User Issue Purchase Orders.** End User issued purchase orders are binding only upon acceptance in writing by Sprint. Except in the case of a special customer arrangement form signed by both parties, the terms and conditions in any End User-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

3.2 Rates.

- A. Rates.** During the Term, End User will pay Sprint the rates and charges for Products or Services as set forth in the H-GAC Contract.
- B. Fixed Rates and Percentage Discounts.** The rates and discounts ("Discount") identified in the H-GAC Contract will remain fixed for the Term. Rates and discounts not fixed will be based on then-current Schedules, Tariffs, or price lists at the time of purchase. If pricing is stated only as a percentage discount off of a Schedule, Tariff rate, or list price, the percentage discount is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.
- C. Discount.** While the End User will receive the Discount, if the State in which End User is receiving Services shall have a separate wireless services agreement with Sprint, the Discount shall not exceed the State's discount. If Sprint shall obtain a wireless service agreement with the State after the Effective Date and the State's discount is lower than the Discount, Sprint reserves the right to adjust the Discount.
- D. Waiver of Activation Fees.** Sprint shall waive the nonrefundable activation fee for each End User account hierarchy for End User-Liable Active Units. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.
- E. Waiver of Shipping Fees.** Sprint will waive Ground or 2-Day shipping fees for End-User-Liable Active Units. Additional charges may apply for overnight shipping. Shipping fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.

3.1 Wireless Devices. To access Sprint wireless Services, Customer may utilize wireless devices purchased from Sprint, wireless devices leased from Sprint, wireless devices obtained from Sprint as part of a Mobility as a Service ("MaaS") bundle ("MaaS Bundle"), or wireless devices provided by Customer.

- A. Purchased Devices.** If Customer purchases wireless devices from Sprint, Customer may pay (a) full Suggested Retail Price (SRP), (b) a discounted device price up front in exchange for Customer keeping the device active for a minimum period of time ("Subsidized Devices"), or (c) SRP for the cost of the device through monthly installments ("Monthly Installments"). If Customer wants to pay for wireless devices via Monthly Installments, Customer must sign a separate Installment Agreement with Sprint.
- B. Leased Devices.** If Customer leases wireless devices from Sprint, Customer must enter into a separate Business Lease Agreement with Sprint and title to the devices will remain with Sprint unless Customer exercises the purchase option set forth in the Business Lease Agreement.
- C. MaaS Devices.** If Customer obtains wireless devices from Sprint as part of the MaaS Bundle, Customer must enter into a separate MaaS Agreement with Sprint and title to the devices will remain with Sprint as set forth in the MaaS Agreement.
- D. Unsubsidized Devices.** All wireless devices that are not Subsidized Devices are considered "Unsubsidized" devices.

3.3 Wireless Minimum Service Term Requirement.

- A. Minimum Service Term.** Wireless Services may require a device or Business Plan to remain active for a minimum period of time ("Minimum Service Term"). The Minimum Service Term begins on the wireless device purchase date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. The applicable Minimum Service Term(s) are available at Customer's My Sprint Business account or by contacting Customer's Sprint Account Representative.
- B. Advanced Devices.** Sprint may designate certain End User-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) mobile computing devices, such as certain tablets, a netbook or notebook; or (2) Smartphones. Service terminations before the end of the Minimum Service Term for an Advanced Device are subject to an early termination fee of up to \$350 per device, in addition to any other Service charges that apply to the terminated Advanced Device.

- C. Other Devices.** Service terminations before the end of the Minimum Service Term for all devices other than Advanced Devices are subject to an early termination fee of up to \$200 per device, in addition to any other Service charges that apply to the terminated End User-Liable Active Unit.
- D. Waiver of Early Termination Fees.** Sprint shall waive early termination fees for government entities and agencies, as defined in Section 1.2, and qualifying non-profit organizations providing one or more government services (e.g. Volunteer Fire Departments, Emergency Medical Services) ("Government Entities and Qualifying Non-Profits") per terminated End User-Liable Active Unit. Notwithstanding the foregoing, service terminations made by Government Entities and Qualifying Non-Profits before the end of the Minimum Service Term for an Advanced Device activated on the Sprint K12 Connected Classroom Plan or the Sprint K12 Chromebook Plan are subject to an early termination fee, in addition to any other Service charges that apply to the terminated Advanced Devices. Non-profit organizations receiving their primary source of funding through fee based services and not through the allocation of appropriated public funds ("Fee Based Non-Profits") shall have early termination fees applied to service terminations before the end of the Minimum Service Term per terminated End User-Liable Active Unit. Early termination fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.

3.4 Wireless Device Discount; Upgrade Terms; Exclusions.

(A) Wireless Device Discount. New End User-Liable Active Units are eligible for a discounted device price based on a device Minimum Service Term of 24 months. The discounted device price is at least equal to the 2-Year Net Price and is available by contacting End User's Sprint Account Representative. Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with the discounted device price may change at any time in Sprint's sole discretion. The discounted device offer may not be available in all sales channels.

(B) Upgrade Terms. Existing End User-Liable Active Units may be upgraded or replaced after 20 months of continuous service with a new device Minimum Service Term. Sprint may offer different upgrade terms for devices with a discounted device price that is different than the 2-Year Net Price described in subsection A above.

(C) Exclusions. The 2-Year Net Price does not apply to certain devices ("Excluded Devices"). The discounted device price and device Minimum Service Term for Excluded Devices are available by contacting End User's Sprint Account Representative and may change at any time in Sprint's sole discretion.

3.5 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, add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting End User's Sprint Account Representative

3.6 Rate Adjustments.

Sprint may impose on End User additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice End User the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary. Sprint may impose additional charges or surcharges to recover increased access costs imposed on Sprint as a result of End User's specific traffic patterns, network configuration or routing protocol.

3.7 Taxes.

- A. Taxes Not Included.** Sprint's rates and charges for Products and Services do not include taxes. Sprint shall invoice Customer for, and Customer will pay all taxes imposed on, or based on, the provision, sale or use of Products or Services. Customer will not be responsible for payment of any tax to the extent that Customer demonstrates a legitimate exemption under applicable law. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.
- B. Withholding Taxes.** Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.
- C. Tax Exemptions and Exclusions.** Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

4. BILLING AND PAYMENT.

4.1 Invoicing.

- A. Commencement of Invoicing.** Sprint may begin invoicing End User in full for non-recurring and recurring charges on the date the Products or Services are installed or delivered and made available.
- B. Delays.** If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to an End User-caused delay, Sprint may bill End User as of the delivery date specified in the Order, or if no date is specified, any time 30 days or more after the Effective Date.
- C. Timing.** In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears.

4.2 Payment Terms. Sprint will invoice End User, and End User will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If End User fails to make such payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by an applicable Tariff, state law or regulation. End User may not offset credits owed to End User on one account against payments due on the same or another account without Sprint's written consent. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. End User's payment obligations include late charges and third party collection costs incurred by Sprint, including but not limited to reasonable attorneys' fees, if End User fails to cure its breach of these payment terms. If End User elects to participate in the Preferred Pay Program, End User will remit payment using cash, check, or electronic funds transfer.

4.3 Disputed Charges. If End User disputes a charge in good faith, End User may withhold payment of that charge if End User (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of End User's reasons for disputing the charge. End User must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify End User and, within 5 business days of receiving notice, End User must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit End User for the invalid charge.

4.4 Repayment of Credits or Waived Charges. If Sprint terminates a Service or the Agreement due to End User's material breach, or End User terminates a Service or the Agreement before the end of any applicable Order Term or Minimum Service Term (unless due to Sprint's material breach), End User will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Order Term or Minimum Service Term at the time of termination. This provision does not apply to service level credits issued by Service outages.

5. CREDIT APPROVAL. Sprint's provision of Products and Services to is subject to Sprint credit approval of End User. Additionally, if during the Term End User's financial circumstances or payment history becomes reasonably unacceptable to Sprint, Sprint may require adequate assurance of future payment as a condition of continuing Service. For non-governmental entities, Sprint may provide End User's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

6. WARRANTIES. EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

7. EQUIPMENT AND SOFTWARE.

7.1 Equipment. Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

7.2 Third-Party Equipment or Software. End User is responsible for any items not provided by Sprint (including, but not limited to third party equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, End User promptly will cure the problem. End User will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint's networks by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to End User, although Sprint will provide advance notice where practical.

7.3 Software License.

- A. Licensing Requirements.** Where software is provided with a Product or Service, End User is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable End User to use the Products and Services in accordance with the applicable

licensing requirements. **Software licensing terms and conditions of Sprint's software vendors are provided by Sprint or posted at the Rate and Conditions Website or are otherwise provided to End User through click or shrinkwrap agreements.** Sprint may suspend, block or terminate End User's use of any software if End User fails to comply with any applicable licensing requirement.

- B. Prohibitions.** End User is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and End User agrees not to reverse engineer, decompile, modify, enhance, any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will be terminated and End User will surrender and immediately return the Sprint-provided software to Sprint; provided that End User is not required to return the software embedded in Products sold to End User under this Agreement.

- 7.4 Title to Equipment.** Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to End User under this Agreement). Upon termination or expiration of the Agreement or the applicable Service, End User will surrender and immediately return Sprint-provided equipment (excluding equipment sold to End User under this Agreement) to Sprint.

- 8. USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to End User's written consent with respect to each use, Sprint may use the End User's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Sprint.

9. END USER RESPONSIBILITIES.

- 9.1 Installation.** End User will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products and Services. End User is responsible for damage to Sprint-owned Products and Services located on End User premises, excluding reasonable wear and tear or damage caused by Sprint.

9.2 Use of Products and Services.

- A. Acceptable Use Policy.** If End User purchases Products or Services, End User must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.
- B. Abuse and Fraud.** End User will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. End User will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via End User's facilities.
- C. Access Pumping/Traffic Stimulation.** End User represents and warrants that it (1) is not engaged in access pumping or traffic stimulation activity as described in the Federal Communications Commission's Connect America Fund, et al., Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011); and (2) does not have any revenue sharing agreements connected to such activity. End User will comply with all applicable state and federal rules, regulations and orders regarding such activity. If End User breaches this provision, Sprint may suspend the affected Services upon five (5) days' written notice and to terminate the affected Services if the breach is not cured within 30 days of receipt of Sprint's notice. End User must reimburse Sprint for any excess access costs Sprint incurs as a result of End User's breach.
- D. Permits, Licenses and Consents.** End User will obtain all required permits, licenses, or consents that End User is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.
- E. Resale Prohibited.** End User acknowledges and agrees that this is a retail purchase agreement for use only by End User and its other Sprint-authorized end users as set forth in this Agreement. End User may not resell or lease wireless Products or Services. Notwithstanding the foregoing, End User may participate in the Sprint Wireless Recycling Program. End User may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.
- F. Agency Relationship.** In countries where Sprint does not hold regulatory authority to provide the Services, End User appoints Sprint as its agent to obtain, on End User's behalf, from authorized providers, the required services and associated equipment in accordance with the applicable Order. Except to perform its duties in accordance with the applicable Order, Sprint, as End User's agent pursuant to this section, will not make any representation or incur any liability for End User.

10. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

- 10.1 Nondisclosure.** Neither party may disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation will continue for 2 years after this Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of End User on the Effective Date, provided that the Affiliate has signed (a) a separate service agreement with Sprint containing nondisclosure obligations or (b) a non-disclosure agreement reasonably acceptable to Sprint and End User. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of Recipient; (C) is received without restriction from a third party free to disclose it without obligation to Discloser; (D) is developed independently by Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to the FOIA section of this Agreement); or (F) is disclosed with the advance written consent of Discloser.
- 10.2 Injunction.** The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit other remedies available to either party. The party who has breached or threatened to breaches of its nondisclosure obligations under this Agreement will not raise the defense of an adequate remedy at law.
- 10.3 Customer Proprietary Network Information.** As Sprint provides Products and Services to End User, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services End User uses, and other information found on End User's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, End User has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect End User's CPNI, including using authentication procedures when End User contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for End User.
- 10.4 Privacy.** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.
- 10.5 FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). End User will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

11. LIMITATIONS OF LIABILITY.

- 11.1 Direct Damages.** Each party's maximum liability for damages caused by its failure to perform its obligations under this Agreement (other than Service disruptions) is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligence or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, excluding Service disruptions, not to exceed in the aggregate, in any 12 month period, an amount equal to End User's total net payments for the affected Products and Services purchased in the 6 months prior to the event giving rise to the claim. End User's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision.
- 11.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 11.3 Wireless Service Outages and Product Failures.** Sprint's maximum liability for any loss or damage arising out of a wireless Service outage or wireless Product failure is limited to: (a) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (b) a refund of the net purchase price of affected wireless Products.
- 11.4 Unauthorized Access / Hacking.** Sprint is not responsible for unauthorized third party access to, or alteration, theft, or destruction of End User's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or End User premise equipment.

- 11.5 Content.** Sprint is not responsible or liable for the content of any information transmitted, accessed or received by End User through Sprint's provision of the Products and Services, excluding content originating from Sprint.
- 11.6 Sprint Disclaimers.** Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from:
- A. Coverage and wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers;
 - B. Interruption and unavailability of wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of wireless Services;
 - C. Outages or wireless Service disruptions occurring as a result of a public safety emergency;
 - D. The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
 - E. End User's breach of the licensing requirements in the Software License section;
 - F. End User's failure to comply with any provision of the Use of Products and Services section; or
 - G. Sprint's failure to pay any tax based on End User's claim of a legitimate exemption under applicable law.

12. INDEMNIFICATION.

- 12.1** To the extent permitted by law, End Users will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising directly from the performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents. This provision shall be waived for government entities and agencies as defined in Section 1.2.
- 12.2 Personal Injury, Death or Damage to Personal Property.** Sprint will indemnify and defend End User, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.
- 12.3 Sprint Indemnification.** Sprint will indemnify and defend End User, End User's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by End User; or (ii) End User's continued use of infringing Services after Sprint provides reasonable notice to End User of the infringement.
- For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its option, either;
- (A) at Sprint's expense, procure the right for End User to continue using the Services;
 - (B) at Sprint's expense, replace or modify the Services with comparable Services; or
 - (C) terminate the Services.
- 12.4 Rights of Indemnified Party.** To be indemnified, End User must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. End User will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.
- 12.5 Exclusive Remedy.** The provisions of this "Indemnification" Section states the entire liability and obligations of Sprint and any of its Affiliates or licensors, and the exclusive remedy of End User, with respect to any claims identified in this section.

13. TERMINATION.

13.1 Sprint Right to Terminate.

- A. Sprint may suspend or terminate Products or Services or this Agreement immediately if: (1) End User fails to cure its default of payment terms of this Agreement; (2) End User fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach; (3) End User provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; (4) End User fails to comply with applicable law or regulation and End User's noncompliance prevents Sprint's performance under the Agreement; (5) End User fails to comply with the resell restrictions and prohibitions contained in this Agreement.
- B. If Sprint terminates this Agreement under this "Sprint Right to Terminate" or Termination section, End User will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable termination liability.

13.2 End User Right to Terminate.

- A. **Material Failure.** End User may terminate a Product or Service upon Sprint's receipt of End User's written notice to terminate after the cure period if (1) Sprint materially fails to provide the Product or Service, (2) End User provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, (3) Sprint fails to cure the material failure within the 30-day cure period, and (4) End User provides Sprint with written notice of Sprint's failure to cure and End User's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by End User or a failure identified in the "Force Majeure" section.
- B. **Termination for Convenience.** End User may terminate this Agreement during the Term by providing 30 days' written notice to Sprint. In the case of such Termination for Convenience, End User will be liable for all charges incurred up to and including the date of termination as well as any applicable shortfall liabilities and other applicable charges and fees, as set forth in this Agreement.
- C. **Repayment of Credits.** If, before the end of the Term, 1) Sprint terminates an Order due to End User's material breach or 2) an End User terminates an Order for its convenience prior to the Minimum Service Term, End User may be required to repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Minimum Service Term at the time of termination. This provision does not apply to service level credits issued for Service outages.
- D. **Termination for Nonappropriation.** End User may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when End User is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, End User will not be obligated for payments for any fiscal period after the effective date of termination. End User will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Sprint's request, End User will provide supplemental documentation regarding the non-appropriation of funds. End User must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If End User terminates the Agreement in part or in whole under this nonappropriation provision, End User will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination.

13.3 Order Terms for Wireline Products and Services

- A. **Calculation of Early Order Term Termination Liability.** Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," "Access Term Plan," or similar language, as listed in the applicable pricing Attachment. If End User terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), or if Sprint terminates an Order under a termination right provided to Sprint under this Agreement, then End User will pay the following termination charges, which represent Sprint's reasonable liquidated damages and not a penalty:
 - (1) **Access Orders.** A lump sum equal to (a) the applicable monthly charges for all bandwidth levels of Ethernet access and TDM dedicated access, multiplied by the number of months remaining in the Order Term, plus (b) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term;

(2) **General Liability.** A lump sum equal to (a) the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the applicable monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term; and

(3) **Third Party Liability.** Any liabilities imposed on Sprint by third parties, such as a Local Exchange Carrier ("LEC") or PTT, as a result of End User's termination.

13.4 Waiver of Order Term Liabilities. Upon prior approval of Sprint, End User will not be liable for the termination charges in the Calculation of Early Order Term Termination Liability section above, if End User orders another Service of the same or greater monthly price with an Order Term no less than the remaining months in the initial Order Term (or one year, whichever is greater) at the same time End User provides Sprint with the termination notice. Such approval will be in Sprint's reasonable discretion and based upon financial and other business considerations.

13.5 Effects of Termination. If, before the end of the Term, Sprint terminates an Order or the Agreement due to End User's material breach or End User terminates an Order or the Agreement for its convenience, End User will repay Sprint a pro rata portion of all credits issued, installation charges or initialization fees waived, and other amounts to recoup Sprint's up-front expenses in providing Products and Services that had been amortized over the entire Term, based upon the number of months remaining in the Term at the time of termination. End User may also be responsible for Sprint's reasonable costs of settlement with subcontractors and other third parties, and for a reasonable allowance for profit for Products and Services already provided to End User. This provision does not apply to service level credits issued for Service outages.

A. Service Charges. End User remains obligated to pay all Service charges incurred up to the effective date of termination for each terminated End User Liable Active Unit.

B. Individual Liable. Individual Liable Active Units are subject to the order term requirements and other obligations in the separate subscriber agreement between Sprint and the Employee.

14. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts or events beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers, cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

15. TECHNOLOGY EVOLUTION.

A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate End User to a replacement technology; or (2) discontinue any Product, Service, Business Plan, network standard, or technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, Business Plan, network standard, or technology.

B. If Sprint takes any action set forth in subsection A above, Sprint will provide advance notice reasonably designed to inform each affected End User of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for End User or any address Sprint uses for billing or as set forth in an Order. End User agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

16. DEFINITIONS.

16.1 "Active Unit" or "Line" means an active piece of wireless Product.

16.2 "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purposes of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.

16.3 "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.

16.4 "Confidential Information" means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement or discussions, negotiations or proposals related to any contemplated business relationships between parties, and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure,

or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations, planning, marketing plans, and products; and the pricing and terms of this Agreement including related discussions, negotiations, and proposals.

- 16.5 "Customer" or "End User" means H-GAC or any qualifying governmental or non-profit entity which has executed an ILC for cooperative purchasing services with H-GAC.
- 16.6 "Discloser" means the party disclosing Confidential Information.
- 16.7 "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Tariffs, Schedules, or Product-specific Terms.
- 16.8 "Effective Date" is the date the last party signs this Agreement.
- 16.9 "End User" (See "Customer").
- 16.10 "H-GAC Contract" Master Contract No. CW10-14 for Wireless & VOIP Telecommunications Equipment & Services entered into by Houston-Galveston Area Council of Governments ("H-GAC") and Sprint Solutions, Inc. ("Sprint") with an effective date of October 1, 2014.
- 16.11 "Individual-Liable Active Unit" or "Employee Line" means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 16.12 "Network" or "Networks" means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint.
- 16.13 "Order" or "Purchase Order" means a written or electronic order, or purchase order, submitted or confirmed by End User and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon End User's written acknowledgement, or use, of Products or Services.
- 16.14 "Order Term" means the term designated for an individual Order.
- 16.15 "Product(s)" includes equipment, hardware, software, cabling or other materials sold or leased to End User by or through Sprint as a separate item from, or bundled with, a Service.
- 16.16 "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- 16.17 "Rates and Conditions Website" means the website found at <http://www.sprint.com/ratesandconditions/>.
- 16.18 "Recipient" means the party receiving Confidential Information.
- 16.19 "Schedule(s)" are the terms and conditions governing Sprint's provision of certain intrastate, interstate and international interexchange Services. Schedules are subject to change during the Term under the rules and authority of the Federal Communications Commission ("FCC") and the relevant regulatory agencies. Schedules are posted on the Rates and Conditions Website.
- 16.20 "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to End User by or through Sprint under this Agreement, excluding Products.
- 16.21 "Sprint Wireless Recycling Program" provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices 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 devices eligible for the Sprint buyback program, go to Sprint.com/recycle.
- 16.22 "Tariffs" means the Sprint competitive LEC or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies. If, during the Term, Sprint entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Tariffs are posted on the Rates and Conditions Website.

17. MISCELLANEOUS.

- 17.1 **Compliance with Law.** Each party will comply with all applicable laws in performance of its obligations under this Agreement.
- 17.2 **Independent Contractor.** Sprint provides Products and Services to End User as an independent contractor. This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

- 17.3 No Waiver of Rights.** The failure to exercise any right under this Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 17.4 No Third Party Beneficiaries.** This Agreement's benefits do not extend to any third party.
- 17.5 Governing Laws.** This Agreement will be governed by the laws of the state where Products or Services are received by End User, without regard to its choice of law principles. This English version of this Agreement will prevail over any foreign version.
- 17.6 Dispute Resolution.**
- A. Jury Trial Waiver.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to this Agreement or an Order. This subsection survives the termination of this Agreement.
 - B. Arbitration.** If the parties mutually agree, any dispute arising out of or relating to this Agreement may be finally settled by arbitration, including claims relating to the negotiations and the inducement to enter into the Agreement. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in Kansas City, MO metropolitan area. If the dispute relates to Sprint's provision of Non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration for disputes related to Non-Domestic Products or Services in New York, NY, USA. Any arbitration proceeding will not include class action arbitration.
- 17.7 Assignment.** Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, except that Sprint may assign this Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to End User.
- 17.8 Amendments / Alterations.** This Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to this Agreement are not valid unless accepted in writing by both parties.
- 17.9 Notice.** Notices required under this Agreement must be submitted in writing to the any address listed in this Agreement for the other party or, for notices to End User, to the address Sprint uses for shipping or billing or as set for in an Order. In the case of a dispute, notices must also be sent to:

| | |
|--|---|
| Sprint: Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive MS: VARESA0208 Reston, VA 20196 Fax: (703) 433-8798 | End User: _____ _____ _____ |
|--|---|

- 17.10 Severability.** If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.11 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.
- 17.12 Survivability.** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, nonappropriations, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.13 Additional Terms.**
- A.** End User must comply with the Wireless Services Product Annex as posted at the Rates and Conditions Website at <http://www.sprint.com/ratesandconditions>.
 - B.** End User's use of Sprint Products or Services is also governed by the applicable Product and Service annexes posted on Sprint's Rates and Conditions Website at <http://www.sprint.com/ratesandconditions>.
 - C.** End Users seeking funds through the Universal Service Schools and Libraries Funding Mechanism ("E-Rate Program") or state or local corollaries to the E-Rate Program are subject to the "Schools and Libraries Funding Programs Annex" posted on the Rates and Conditions Website at <http://www.sprint.com/ratesandconditions>.
 - D.** End User's use of the Sprint Emergency Response Team Go-Kit shall be governed by the ERT Go Kit Product Annex as posted on Sprint's Rates and Conditions Website at <http://www.sprint.com/ratesandconditions>.

- 17.14 Airwatch End User License Agreement.** Use of the AirWatch products by End User are subject to AirWatch's license and support terms and conditions, which are available at http://www.air-watch.com/downloads/legal/201212_AirWatch_EULA.pdf.
- 17.15 Google Apps for Work.** Google Apps for Work ("Google Apps") is a suite of cloud-based business applications and value added services from Google, Inc., ("Google") that allow employees to connect and collaborate in real time and on the move by storing, sharing and editing documents in order to work more effectively. End User must comply with the Sprint Productivity Marketplace Terms of Service which are incorporated into this Agreement as posted to www.sprint.com/ratesandconditions. Google Apps are not eligible for Discounts. The Google Apps pricing, terms and conditions are subject to change without prior notice to End User. In the event of a conflict between the terms and conditions of the H-GAC Contract and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including Google Apps for Work and any related value added services.
- 17.16 Individual-Liable Service Discount Program.** Sprint may offer discounted wireless services to employees of End User ("Employees") on Individual Liable accounts ("Individual-Liable Service Discount Program"), with the understanding that the Employee shall be financially responsible for Individual-Liable Service Discount Program equipment and services. Neither the End User nor H-GAC are liable whatsoever concerning the Individual-Liable Service Discount Program equipment or for payment of Individual-Liable Service Discount Program services. Sprint will offer eligible Employees an Individual Liable Active Unit Service Pricing Discount ("Individual- Liable Service Pricing Discount") for eligible service charges and plans. The Individual-Liable Service Pricing Discount is contingent upon the Employee signing Sprint's consumer subscriber agreement and providing Sprint with satisfactory evidence of employment with End User. New and existing Individual-Liable subscribers are eligible for the Individual-Liable Service Pricing Discount in the table below. New and existing Individual-Liable subscribers may be eligible for the Incremental Discount in the table below for meeting certain subscriber account requirements including, but not limited to, enrolling in Sprint electronic billing.

A. Individual-Liable Service Discounts:

| Individual-Liable Active Units | |
|--|-----------------------------------|
| Individual-Liable Service Pricing Discount | Incremental Discount ¹ |
| 14% | 4% ¹ |

¹ To receive the Incremental Discount for Individual-Liable Active Units, identified in the table above, Sprint may require Individual-Liable subscribers to meet certain subscriber account requirements including, but not limited to, enrolling in Sprint electronic billing. Sprint may remove the Incremental Discount in the table above for each month in which Individual-Liable Active Units are not meeting the account requirements. If applicable, the Incremental Discount may be applied as referenced in subsection C below.

- B.** Unless otherwise noted, in the applicable Attachment or sub-attachments, Individual-Liable Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts and rebates. Overage, usage-based, third party applications and services, certain business plan add-ons, and other charges (including certain network specific products and services) are not eligible for Individual-Liable Service Pricing Discounts. Individual-Liable Service Pricing Discounts may apply to the MRC of certain promotional rate plans, which Sprint may offer on a limited time basis, at Sprint's discretion. Any Incremental Discounts available to eligible Individual-Liable Active Units may be applied to the eligible MRC remaining after the Individual-Liable Service Pricing Discount has been applied.
- C.** The Individual-Liable Service Discount Program is not subject to the 1.5% Order Processing Charge paid to H-GAC or the monthly activity reporting requirements. Employee's consumer subscriber agreement signed with Sprint is separate and distinct from the H-GAC Contract. Except for the Individual- Liable Service Pricing Discount, Individual-Liable Active Units are subject to the terms and conditions in the consumer subscriber agreement.
- 17.17 Entire Agreement.** This Agreement, including all referenced attachments, documents, annexes, Schedules, Tariffs, exhibits, and related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

EXHIBIT A-1
EXAMPLE END USER ACKNOWLEDGMENT OF 911 SERVICE AND LIMITATIONS ATTACHMENT
(Sprint SIP Trunking Service)

Sprint SIP Trunking Service ("**Service**") completes telephone calls using Voice over Internet Protocol technology. The Service is fundamentally different from traditional telephone service and has inherent limitations. The Service, including 911 calling, may be unavailable or limited in some circumstances, including without limitation the circumstances described below. By signing this acknowledgment, you, the end user ("**End User**") certifies your awareness of the Service limitations outlined below.

1. **Registered Location.** Sprint requires a valid United States Postal Service and Master Street Address Guide address for each End User's primary work location addresses ("**Registered Location**") to provide the Service. The primary mechanism for routing 911 calls to the correct PSAP is the Registered Location at the time a 911 call is placed. The routing of calls relies on the Registered Location information when communicating with emergency operators. If the Registered Location has not been updated, is not complete, or is not accurate, the 911 call may route incorrectly.
2. **911 Limitations of Service.**
 - 2.1. **Relocation of End User.** If End User uses the Service in a location other than the Registered Location, 911 calls may not be routed to the appropriate Public Safety Answering Point ("**PSAP**") for the End User's current physical location. If an End User's primary work location address changes, End User must submit a new Registered Location. End User must not use SIP Trunking at any location other than the Registered Location.
 - 2.2. **Use of "Non-Native" Telephone Numbers.** If End User uses the Service with an assigned telephone number outside the rate center of the Registered Location, the PSAP for the Registered Location may not recognize the telephone number for call-back or other informational purposes.
 - 2.3. **Connection Failures.** The Service will not be able to make calls if End User loses the connection to Sprint's network. Due to internet congestion and network design issues, 911 calls placed through the Service may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than 911 calls placed through traditional telephone networks.
 - 2.4. **Loss of Electrical Power.** The Service will not operate if the Service or for other Service-enabling equipment has lost electrical power. After a power outage, End User may need to reset or reconfigure enabling equipment or devices before being able to use the Service.
 - 2.5. **Database Updates.** If End User does not correctly identify the physical location when defining the Registered Location, 911 calls through the Service may not reach the correct PSAP. During initial activation of the Service and following updates to the Registered Location information, there is a delay before complete and accurate automatic number and location information is provided to the local emergency service operator.
3. **PSAP Limitations.** The PSAP designated to receive 911 calls for a particular Registered Location through the Service may not have a system configured for Enhanced 911 services. The PSAP may not be able to capture or retain ANI/ALI or otherwise determine the phone number, Registered Location, or physical location of the caller.
4. **Limitation of Liability.** Sprint is not liable for any Service outage or other inability to dial 911 or otherwise access an emergency service operator.
5. **Acknowledgment.** End User acknowledges that he/she understands and accepts the Service limitations and terms set forth herein and that all of End User's questions regarding the Service limitations have been answered.

Acknowledged and agreed to this _____ day of _____, 20____.

END USER: _____

Signed: _____

Name: _____

ATTACHMENT A-2
EXAMPLE END USER ACKNOWLEDGMENT OF 9-1-1 SERVICE AND LIMITATIONS
(Workplace-as-a-Service)

Workplace-as-a-Service ("WPaaS") completes telephone calls using Voice over Internet Protocol technology. WPaaS is fundamentally different from traditional telephone service and has inherent limitations. WPaaS, including 9-1-1 calling, may be unavailable or limited in some circumstances, including without limitation the circumstances described below. By signing this acknowledgment, you, the end user ("**End User**") certifies your awareness of WPaaS limitations outlined below.

- 1. Initial Registered Location.** Sprint requires a valid United States Postal Service and Master Street Address Guide address for each End User's primary work location addresses ("**Initial Registered Location**") prior to Microsoft Lync UC service initiation. Such address will serve as the Initial Registered Location. The primary mechanism for routing 9-1-1 calls to the appropriate PSAP is the Initial Registered Location at the time a 9-1-1 call is placed. The routing of calls relies on the Initial Registered Location information when communicating with emergency operators. If the Initial Registered Location is not complete, or is not accurate, the 9-1-1 call may route incorrectly.
- 2. 9-1-1 Limitations of Service.**
 - 2.1. Relocation of End User.** If End User uses WPaaS in a location other than the Initial Registered Location, 9-1-1 calls may not be routed to the appropriate Public Safety Answering Point ("**PSAP**") for the End User's current physical location and emergency vehicles will be dispatched to the wrong location.
 - 2.2. Connection Failures.** WPaaS will not be able to make calls if End User loses the connection to Sprint's network. Due to internet congestion and network design issues, 9-1-1 calls placed through WPaaS may sometimes produce a busy signal, experience unexpected answering wait times, take longer to answer than 9-1-1 calls placed through traditional telephone networks or may not connect at all.
 - 2.3. Loss of Electrical Power.** WPaaS will not operate if WPaaS or enabling equipment loses electrical power.
 - 2.4. Database Updates.** If End User does not correctly identify the physical location when defining the Initial Registered Location, 9-1-1 calls through WPaaS may not reach the appropriate PSAP.
- 3. PSAP Limitations.** The PSAP designated to receive 9-1-1 calls for a particular Initial Registered Location through WPaaS may not have a system configured for Enhanced 9-1-1 services. The PSAP may not be able to capture or retain automatic numbering or location information or otherwise determine the phone number, Initial Registered Location, or physical location of the caller.
- 4. Limitation of Liability.** Sprint is not liable for any WPaaS outage or other inability to dial 9-1-1 or otherwise access an emergency service operator.
- 5. Acknowledgment.** End User acknowledges that he/she understands and accepts WPaaS limitations and terms set forth herein and that all of End User's questions regarding the Service limitations have been answered.

Acknowledged and agreed to this _____ day of _____, 20____.

END USER: _____

Signed: _____

Name: _____

**END USER AGREEMENT
WIRELESS & VOIP TELECOMMUNICATIONS EQUIPMENT & SERVICES
H-GAC CONTRACT #CW10-14**

This End User Agreement ("Agreement") is entered into between Sprint Solutions, Inc. ("Sprint") and City of Austin, ("End User") under the Houston Galveston Area Council ("H-GAC") the Contract for Wireless & VOIP Telecommunications Equipment & Services No. CW10-14 dated October 1, 2014, as may have been amended ("H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to End Users who have entered into an Interlocal Contract with H-GAC.

Sprint and End User agree as follows:

1. **Relationship of Parties.** By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. Upon execution of the Agreement by End User, End User will be eligible to submit orders for the Equipment and Services set forth in the H-GAC Contract.
2. **End User Terms and Conditions.** By signing this Agreement, End User agrees to be bound by the Sprint End User Standard Terms and Conditions for Communication Services ("End User Terms and Conditions") which are incorporated into this Agreement by this reference as posted to www.sprint.com/hgac. Sprint may change its End User Terms and Conditions from time-to-time without notice.
3. **Wireline Charges. (Do not complete this Section if purchasing wireless Services only under the H-GAC Contract).** If End User is purchasing Sprint wireline Services and Equipment through the H-GAC Contract, please complete the following information below:
 - A. Sprint will provide the wireline Services and Equipment at the prices specified in Quote # _____ dated _____, as attached to this Agreement and incorporated by this reference. The terms and conditions of this Agreement will take precedence over any contrary statements in the Quote.
4. **Payment.** If End User is a Texas government agency, End User will comply with Chapter 2251, Texas Government Code, in making payments to Sprint. The statute states that payment for goods and services are due thirty (30) days after the goods are provided, the services completed or a correct invoice is received, whichever is later. Payment under the H-GAC Contract shall not foreclose the right to recover wrongful payments.
5. **End User Information.** The following is the relevant End User contact information:

Name: City of Austin

Billing Address: Communication Technology Management or (CTM)
Accounts Payable
PO Box 1088, Austin, TX 78767

Billing Contact: Arletha Guerrero

Phone Number: (512) 927-3262

Email Address: Arletha.Guerrero@austintexas.gov

6. In order to become effective this Agreement must be executed by a duly authorized representative of End User and delivered to Sprint no later than 30 days after signing. Upon End User's execution of this Agreement, it shall be deemed accepted by Sprint without counter-signature; provided that, End User does not make any modifications, addition, supplement and/or other change(s) ("Changes") to this Agreement or to the End User Terms and Conditions. Any Changes to this Agreement or the End User Terms and Conditions by End User shall render this Agreement null and void.

By: _____
 Authorized Signature

Date: December 28, 2016

Name and Title: Gil Zilkha, Contract Administrator
 (please type or print)

Address: 1124 S. IH35, 3rd Floor
Austin, TX 78704