

AGREEMENT

Between

BROWARD COUNTY

and

SPRINT SOLUTIONS, INC.

for

LONG DISTANCE TELEPHONE SERVICES

RLI # R0684315R1

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LONG DISTANCE TELEPHONE SERVICES

RLI # R0684315R1

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," or "Customer,"

AND

Sprint Solution, Inc., a Florida registered foreign corporation, hereinafter referred to as "SPRINT."

WHEREAS, COUNTY has identified need for long distance telephone services; and

WHEREAS, SPRINT has been selected as the County long distance telephone services provider under RLI No. R0684315R; and

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and SPRINT agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference and as listed below.

Exhibit A – Sprint Standard Government Services Terms and Conditions, including all relevant attachments (Attachments A, B, C, C-1, C-2, C-3, D)

Exhibit B – Insurance Certificate

- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Enterprise Technology Services Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SPRINT and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 SPRINT shall perform all work identified in this Agreement, Exhibit "A" – Sprint Standard Government Services Terms and Conditions and attachments to

Exhibit A as follows:

| | |
|-----------------|---|
| Attachment A: | Interexchange (Long Distance) Services Plans & Policies |
| Attachment B: | Long Distance Requirements and Specifications |
| Attachment C: | Voice over Internet Protocol (VoIP) Services Pricing |
| Attachment C-1: | Acknowledgment of 911 Service and Limitations |
| Attachment C-2: | Letter of Agency |
| Attachment C-3: | Letter of Authorization |
| Attachment D: | Domestic Sprint Voice Services Service Level Agreement |

The parties agree that the scope of services is a description of SPRINT's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks

which are such an inseparable part of the work described that exclusion would render performance by SPRINT impractical, illogical, or unconscionable.

- 2.2 SPRINT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.3 SPRINT shall pay its subcontractors and suppliers, within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. SPRINT agrees that if it withholds an amount as retainage from such subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

The Initial Term for Products and Services is for a total of forty-two (42) months which includes an initial six (6) month ramp up period (hereinafter "ramp up period") and shall end on the last day of the thirty-six (36) month following the ramp up period; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. The Initial Term will begin on the Commencement Date (defined as the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges). COUNTY may request two (2) twelve (12) month Renewal Terms with at least ninety (90) days written notice before the Initial Term and each subsequent renewal term expires. Sprint reserves the right to reject the Renewal Terms by providing at least sixty (60) days written notice to COUNTY before the Initial Term expires.

ARTICLE 4

COMPENSATION

4.1 METHOD OF BILLING AND PAYMENT

- 4.1.1 SPRINT may submit invoices for compensation no more often than on a monthly basis. Sprint bills fixed recurring Service charges in advance and usage-based or Product charges in arrears. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred.

- 4.1.2 COUNTY shall pay SPRINT within thirty (30) calendar days of receipt of SPRINT's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of SPRINT to comply with a term, condition, or requirement of this Agreement.
- 4.2 COUNTY may withhold payment of that charge if COUNTY makes timely payment of all undisputed charges and, within 30 days of the due date, provides Sprint with a written explanation of COUNTY'S reasons for disputing the charge. COUNTY will cooperate with Sprint to promptly resolve the disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify COUNTY and COUNTY must pay the charge. If Sprint determines in good faith that the disputed charge is invalid, Sprint will credit COUNTY for the invalid charge. The amount withheld shall not be subject to payment of interest by COUNTY.
- 4.3 Payment shall be made to SPRINT at:
- Sprint
PO Box 219530
Kansas City, MO 64121-9530

ARTICLE 5

INDEMNIFICATION AND LIMITATIONS ON LIABILITY

5.1 INDEMNIFICATION

- 5.1.1 SPRINT shall at all times hereafter indemnify, hold harmless and defend COUNTY, its officers, agents, servants, and employees from and against any and all third party claims for losses, liabilities and expenditures of any kind, including reasonable attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, SPRINT, its employees, agents, servants, or officers, accruing, resulting from, or related directly to the subject matter of this Agreement and relating to personal injury, death, or damage to tangible personal property.

In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, SPRINT shall, upon written notice from COUNTY, resist and defend such lawsuit. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer 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. However, any final settlement shall be with the consent of the County and such consent shall not be unreasonably withheld. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due SPRINT under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

5.1.2 Intellectual Property. Sprint will defend and pay all court awarded damages for 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 do not apply to the extent that the alleged or actual infringement or violation is caused by functional or other specifications that were provided by or requested by Customer, Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement, or Customer's use of the Services in a manner that causes Customer and Sprint to come into competition for third parties seeking to purchase Services. For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its sole option and expense, either procure the right for Customer to continue using the Services, replace or modify the Services with comparable Services, or terminate the Services. Any limitations on liability in this Agreement are not applicable to this section.

5.1.3 Exclusive Remedy. This "Indemnification" Section states the entire liability and obligations of Sprint and any of its affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this Section.

5.2 **LIMITATIONS OF LIABILITY**

5.2.1 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 negligent or willful misconduct; or (B) proven direct damages, excluding Service disruptions, for all other claims arising out of this Agreement no greater than three (3) times the entire amount of this Agreement. The Limitations on Liability provisions do not apply to damages awarded in cases of intellectual property infringement as further described in section 5.1.2 of this Agreement.

- 5.2.2 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.
- 5.2.3 Unauthorized Access / Hacking. Sprint is not liable for unauthorized third party access to, or alteration, theft, or destruction of Customer'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 Customer premise equipment.
- 5.2.4 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:
- 5.2.4.1 Customer's failure to obtain permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide the Products or Services (e.g., landlord permissions or local construction licenses);
 - 5.2.4.2 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;
 - 5.2.4.3 Customer's breach of the licensing requirements in the Software License section;
 - 5.2.4.4 Customer's failure to comply with any provision of the Use of Products and Services section; or
 - 5.2.4.5 Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

ARTICLE 6

INSURANCE

- 6.1 To ensure the indemnification obligation contained above, SPRINT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverage's set forth in Sections 6.3, 6.4, 6.5, and 6.6, in accordance with the terms and conditions required by this Article.
- 6.2 Such policy or policies shall indicate its deductibles on each applicable coverage and is subject to the review and approval of the County's Risk Management Division and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. SPRINT shall pay all deductible amounts, if any. SPRINT shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insured's under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is Broward County Board of County Commissioners. This official title shall be used in all insurance documentation.
- 6.3 **Commercial Liability Insurance.** A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Five Hundred Thousand Dollars (\$500,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- Premises and/or operations.
 - Independent contractors.
 - Products and/or Completed Operations for contracts.
 - Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 6.4 **Business Automobile Liability.** Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000) per

occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

- 6.5 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 6.6 SPRINT shall furnish to the COUNTY's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Agreement and attached hereto as Exhibit B. (Please attach the vendor's certificate of insurance) The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement. The Certificate of Insurance shall be in form similar to and contain the information set forth in Form 00708, to be provided by the COUNTY's Risk Management Division. SPRINT's failure to provide to COUNTY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 6.7 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of SPRINT is completed. All policies must be endorsed to the COUNTY as an additional insured and provide COUNTY with at least thirty (30) days' notice of cancellation. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal certificates shall be furnished fifteen (15) calendar days prior to the date of their expiration.
- 6.8 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the

scope of work or specifications that affect the applicability of coverage. If SPRINT uses a subcontractor, the SPRINT shall ensure that subcontractor names COUNTY as an additional insured.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon thirty (30) days notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if the COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause, is provided.
- 7.2 Pursuant to the notice provision in 7.1 above, this Agreement may be terminated for cause for reasons including, but not limited to, SPRINT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, SPRINT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. SPRINT acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by SPRINT, for COUNTY's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due SPRINT shall be withheld by COUNTY until all documents are provided to

COUNTY pursuant to Section 10.1 of Article 10.

7.6 **SPRINT RIGHT TO TERMINATE**

7.6.1 Sprint may suspend or terminate Products or Services or this Agreement immediately if Customer fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach; or if Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; or if Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under the Agreement. Customer's material failure does not include a failure caused by Sprint or a failure identified in the "Force Majeure" section.

7.6.2 If Sprint terminates this Agreement under this "Sprint Right to Terminate" Section, Customer 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 charges identified in the "Effects of Termination" Section.

7.7 **EFFECTS OF TERMINATION**

If, before the end of the Term, Sprint terminates an Order or the Agreement due to Customer's material breach or Customer terminates an Order or the Agreement for its convenience, Customer 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. Customer 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 Customer. This provision does not apply to service level credits issued for Service outages.

ARTICLE 8

EEO COMPLIANCE

8.1 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

SPRINT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of

the Broward County Code, Chapter 16½, as may be amended from time to time. SPRINT shall include the foregoing or similar language in its contracts with any subcontractors or Sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

SPRINT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SPRINT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, SPRINT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, SPRINT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from SPRINT all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 9

WARRANTY

Sprint will pass through all manufacturer warranties on all products provided under this agreement. 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. EXCEPT TO THE EXTENT PROVIDED HEREIN, 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.

ARTICLE 10

MISCELLANEOUS

10.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents ("Documents") provided or created in connection with this Agreement are and shall remain the property of COUNTY; provided however, that ownership of the underlying copyright in any such document shall remain with Sprint or Sprint's subcontractor. In no event does the Customer obtain any ownership rights in the copyright to any of the Documents. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by SPRINT, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by SPRINT to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to SPRINT shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

Upon reasonable prior written notice, COUNTY shall have the right to audit the books, records, and accounts of SPRINT and its subcontractors that are related to this Project. SPRINT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of SPRINT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, SPRINT or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

SPRINT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to SPRINT's and its subcontractors' records, SPRINT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by SPRINT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

SPRINT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 10.2.

A third party auditor acting on behalf of COUNTY shall be required to execute Sprint's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Sprint's records.

10.3 **PUBLIC ENTITY CRIME ACT**

SPRINT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, SPRINT, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or SPRINT under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, SPRINT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether SPRINT has been placed on the convicted vendor list.

10.4 **INDEPENDENT CONTRACTOR**

SPRINT is an independent contractor under this Agreement. Services provided by SPRINT pursuant to this Agreement shall be subject to the supervision of SPRINT. In providing such services, neither SPRINT nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to SPRINT or SPRINT's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.5 **THIRD PARTY BENEFICIARIES**

Neither SPRINT nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Chief Information Officer
Broward County
540 S.E. 3rd Avenue
Suite 300
Fort Lauderdale, Florida 33301

FOR SPRINT:

Sprint
Attn: Law Dept. – Public Sector
2001 Edmund Halley Drive, 2nd Floor
Reston, VA 20191
Fax: (703) 433-8798

10.7 **ASSIGNMENT AND PERFORMANCE**

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 COUNTY. In addition, SPRINT shall not subcontract any portion of the work required by this Agreement, except as provided in Exhibit "A." Except for the reasons stated herein, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by SPRINT of this Agreement or any right or interest herein without COUNTY's written consent.

SPRINT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

SPRINT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of SPRINT's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.8 **CONFLICTS**

Neither SPRINT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with SPRINT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

SPRINT further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or SPRINT is not a party, unless compelled by court process. Further, SPRINT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude SPRINT or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event SPRINT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, SPRINT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as SPRINT.

10.9 **MATERIALITY AND WAIVER OF BREACH**

COUNTY and SPRINT agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of

any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.10 **COMPLIANCE WITH LAWS**

SPRINT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or SPRINT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

10.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply:

- (1) This Agreement, including posted or referenced terms;
- (2) Exhibit A – Sprint Standard Government Services Terms and Conditions, including all relevant attachments (Attachments A, B, C, C-1, C-2, C-3, and D)
- (3) Exhibit B – Insurance Certificate
- (5) Sprint's responses to COUNTY Request for Letter of Interest Number R0684315R1 dated April 13, 2009

(6) COUNTY'S Request for Letter of Interest Number R0684315R1

10.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SPRINT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT OR ORDER. THIS SUBSECTION SURVIVES THE TERMINATION OF THE AGREEMENT OR ANY ORDER.**

10.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and SPRINT or others delegated authority to or otherwise authorized to execute same on their behalf.

10.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10.17 **PAYABLE INTEREST**

10.17.1 **Payment of Interest.** Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof SPRINT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.17.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.18.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A and B are incorporated into and made a part of this Agreement.

10.19 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

10.20 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.21 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 otherwise responsible party. 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 local exchange carriers activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees.

10.22 ARBITRATION

If the parties agree, any dispute arising out of or relating to this Agreement may be finally settled by arbitration. If the waiver of jury trial is held unenforceable by a court of competent jurisdiction, 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. If the dispute relates to Sprint's provision of Non-Domestic Products or Services, all arbitration proceedings will be conducted in the New York, New

York region and in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in the Washington, DC metropolitan region. Arbitration proceedings will not include class action arbitration.

10.23 **URLs AND SUCCESSOR URLs**

References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.

10.24 **SURVIVABILITY**

The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, nonappropriations, payment, dispute resolution and all others that by their express terms or by their sense and context are intended to survive the expiration of the Agreement will survive.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and SPRINT, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

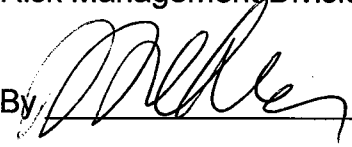
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

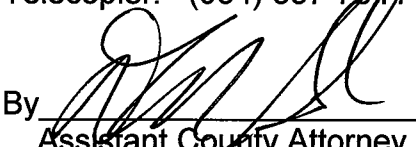
By _____
Mayor

____ day of _____, 20__

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division


By  _____
(Date)

By  _____ 10/29/09
Assistant County Attorney (Date)

AGREEMENT BETWEEN BROWARD COUNTY AND SPRINT SOLUTIONS, INC.,
FOR LONG DISTANCE TELEPHONE SERVICES, RLI NO. R0684315R1

SPRINT SOLUTIONS, INC.

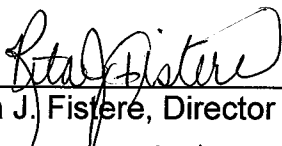
WITNESSES:



Michaela Clairmonte, Manager



Kathy Chaale, Manager

By 
Rita J. Fisfere, Director of Contracts
20th day of October, 2009

| |
|---------------------------------------|
| Sprint — Approved as to Legal Form |
| HRF 15 Oct 2009 |



(SEAL)

EXHIBIT A

SCOPE OF SERVICES

SPRINT STANDARD GOVERNMENT SERVICE TERMS AND CONDITIONS

1. GENERAL.

- 1.1 **Agreement.** This Government Services Agreement establishes the terms and conditions governing Sprint's provision of the Services priced in this Agreement. Customer's use of a particular Sprint Product or Service is also governed by the applicable Sprint Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions"), Tariffs, Schedules, and Product-specific Terms accessible from the Rates and Conditions Website.
- 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.

2. ATTACHMENTS. The following attachments are incorporated into this Agreement by reference:

- Attachment A: Interexchange (Long Distance) Services Plans & Policies
- Attachment B: Long Distance Requirements and Specifications
- Attachment C: Voice over Internet Protocol (VoIP) Services Pricing
 - Attachment C-1 – Acknowledgment of 911 Service and Limitations
 - Attachment C-2 – Letter of Agency
 - Attachment C-3 – Letter of Authorization
- Attachment D: Domestic Sprint Voice Services Service Level Agreement (SLA)

3. DEFINITIONS.

- 3.1 "Rates and Conditions Website" means the website found at www.sprint.com/ratesandconditions.
- 3.2 "Schedule(s)" are the terms and conditions governing Sprint's provision of certain Domestic and international interexchange Services that were detariffed by order of the Federal Communications Commission ("FCC"). Sprint Schedules are subject to change during the Term under the rules and authority of the FCC. **Schedules are posted on the Rates and Conditions Website.**
- 3.3 "Tariffs" means the Sprint competitive local exchange carrier 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 supersede the Agreement where required by law. **Tariffs are accessible from the Rates and Conditions Website.**

4. ORDERS AND CHARGES.

4.1 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.** Only persons authorized by Customer will issue Orders under the Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.
- C. **Cancellation or Rejection.** Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason, including Customer'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 Customer of rejected or canceled Orders.

4.2 Rates.

- A. **Rates.** Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.
- B. **Fixed Rates and Percentage Discounts.** The rates and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates and charges not fixed in this Agreement will be based on then-current Schedules, Tariffs, or price lists at the time of purchase. If pricing in this Agreement is stated only as a percentage discount off a rate or price appearing in a referenced Schedule, Tariff, or price list, 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.

4.3 **Rate Adjustments.** Sprint may impose additional regulatory fees; administrative charges; and charges or surcharges for the costs Sprint incurs in complying with governmental programs. These charges 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 Customer 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. Cost recovery charges are not taxes or government required charges. Sprint may impose additional charges or surcharges to recover amounts Sprint is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges, and to recover increased access costs imposed on Sprint as a result of Customer's specific traffic patterns, network configuration or routing protocol.

4.4 **Taxes.** To the extent that Customer is tax exempt, the following apply:

- A. **Taxes Not Included.** Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all applicable taxes including, but not limited to, sales, use, gross receipts, excise, value-added, property, transaction, or other local, state, or national taxes or charges imposed or based on the provision, sale or use of Products or Services. 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 where 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 and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

5. BILLING AND PAYMENT.

5.1 Invoicing.

- A. **Commencement of Invoicing.** Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the later of the date the Products or Services are installed and made available, or the first day of the first bill cycle after the Effective Date.
- B. **Delays.** If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer 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, Sprint bills fixed recurring Service charges in advance and usage-based or Product charges in arrears.

5.2 **Payment Terms.** Sprint will invoice Customer, and Customer 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 Customer fails to make payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint may charge late fees (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, law or regulation. Customer may not offset credits owed to Customer 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. Customer's payment obligations include late charges and third party collection costs incurred by Sprint, including but not limited to reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.

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

6. CREDIT APPROVAL FOR NON-GOVERNMENTAL ENTITIES. Sprint's provision of Products and Services to non-governmental entities is subject to Sprint credit approval. If a non-governmental entity's financial circumstances or payment history becomes reasonably unacceptable to Sprint during the Term, Sprint may require adequate assurance of future payment as a condition of continuing Service. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

7. PRODUCTS AND SOFTWARE.

7.1 Equipment.

- A. Products.** 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.
- B. Sprint Assets Located at Customer's Premises.** For certain Services, Sprint may furnish its own equipment to be used at Customer's location in connection with the Services ("Sprint On-Site Equipment"). Sprint retains all rights, title and interests to Sprint On-Site Equipment, whether or not embedded in or attached to Customer's real or personal property. Customer neither owns nor will acquire any right of ownership to Sprint On-Site Equipment. Upon termination or expiration of the Agreement or any applicable Order, Customer will surrender and immediately return Sprint On-Site Equipment to Sprint or will provide Sprint with access to reclaim Sprint On-Site Equipment.

7.2 Software License.

- A. Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer 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 through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation, or copies posted by Sprint on the Rates and Conditions Website.** Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.
- B. Prohibitions.** Customer may not use software on behalf of third parties or for time share or service bureau activities, or to use or obtain any source code. Customer may not reverse engineer, decompile, modify, enhance, or copy Sprint-provided software.
- C. Ownership.** Sprint or its suppliers retain title and property rights to all software. Upon termination or expiration of the Agreement or the applicable Service, the related software license will terminate and Customer will return all copies of software to Sprint or provide certification that it has permanently deleted all Sprint-provided software from Customer-owned Equipment.

7.3 Responsibility. Customer 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 to the Products or Services, Customer will promptly cure the problem. Customer 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 Networks by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where reasonably practical. At Customer's request, Sprint will work with Customer to troubleshoot the source of the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Sprint Products or Services causes equipment or software used by Customer to become obsolete, require alteration, or perform at lower levels.

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.

9. CUSTOMER RESPONSIBILITIES.

- 9.1 **Installation.** Customer will reasonably cooperate with Sprint or Sprint's agents to enable installation of the Products and Services. Customer is responsible for damage to Sprint On-Site Equipment, excluding reasonable wear and tear or damage caused by Sprint.
- 9.2 **Use of Products and Services.**
- A. **Acceptable Use Policy.** Customer 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.** Customer 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. Customer will promptly cooperate with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
 - C. **Traffic Pumping/Access Stimulation.** If Customer's traffic patterns, routing protocols or network configuration generate access costs to Sprint that meet or exceed the revenues received from Customer, Sprint reserves the right, upon notice to Customer, to suspend or terminate Services to Customer. Customer will be liable for charges incurred prior to termination, including any adjusted access charges.
 - D. **Permits, Licenses and Consents.** Customer will obtain, maintain and abide by all required permits, licenses, or consents (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) that may be applicable to its use of 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.** Customer may not resell or lease wireless Products or Services under this Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.

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 continues for 2 years after this Agreement expires or terminates. 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. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services.
- 10.2 **Exceptions.** The 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.
- 10.3 **Injunction.** The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm to Discloser. If there is a breach or threatened breach of this Agreement, 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. Recipient will not raise the defense of an adequate remedy at law for breaches or threatened breaches of its nondisclosure obligations.
- 10.4 **Customer Proprietary Network Information.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact that Customer may designate.
- 10.5 **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.
- 10.6 **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"). Customer 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, to the extent permitted by law and construed in accordance with Chapters 119 and 688, Florida Statutes, as in effect at the time of execution of this Agreement and subsequently amended.

**ATTACHMENT A
 INTEREXCHANGE (LONG DISTANCE) SERVICE PLANS AND POLICIES**

1. MINIMUM SERVICE COMMITMENT.

- 1.1 Minimum Service Commitment Defined.** Minimum Service Commitment ("MSC") is the amount of Services that Customer commits to purchase during a specified time period. For purposes of this Agreement, Customer's MSC is in the form of a Minimum Annual Commitment ("MAC"). During each Contract Year (defined as the 12 month billing period commencing on the Commencement Date and each successive 12 month billing period) of the Term after the Ramp Up Period, Customer's MAC is \$120,000. Amounts paid to satisfy early termination and shortfall liabilities will contribute to the MSC. Non-usage charges, such as taxes, interest, and surcharges, do not contribute to the MSC.
- 1.2 MSC Contributory Services.** All Services in this Agreement that are billed to Customer by Sprint contribute to Customer's MSC. MSC Contributory Services Usage Charges are calculated after all available discounts and credits have been applied.
- 1.3 MSC Shortfall Liability.** If Customer fails to meet its MSC, Customer will pay Sprint, in addition to other applicable charges for Products and Services provided, 50% of the difference between the MSC and Customer's actual contributory Services usage charges for each period in which Customer does not achieve the MSC. Customer is not liable for shortfall liability that is directly caused by Sprint's material failure.
- 1.4 MSC Termination Liability.** If Sprint terminates the Agreement due to Customer's material breach, or Customer terminates the Agreement without cause, or ceases to use Products or Services to a material extent (unless due to Sprint's material breach), Customer will pay Sprint, in addition to all other applicable charges, the MSC divided by the number of months in the Term multiplied by the number of months remaining in the Term. If Customer terminates Products or Services, unless due to Sprint's material breach, the Order termination liabilities in Section 13.3 of the Standard Terms and Conditions will apply to the extent such liabilities exceed the MSC termination liability.

2. CHARGES

2.1 SPRINT VOICE SOLUTIONS

- A. Sprint will charge Customer the Net Effective Usage Rates equivalent to the Sprint Voice Solutions, 3 year Term, \$120,000 level on its interstate, intrastate and international Sprint Voice Solutions Service Usage Charges, except as stated in this Agreement.
- B. Sprint will charge Customer a fixed Net Effective Usage Rate for its interstate Outbound including FONCARD Service Usage Charges in the applicable amount from the table below.

| Call Type | Price Per Minute |
|-----------|------------------|
| Dedicated | \$0.0180 |
| Switched | \$0.0280 |
| FONCARD | \$0.0880 |

- C. Sprint will charge Customer a fixed Net Effective Usage Rate for its interstate Toll Free Service Usage Charges in the applicable amount from the table below.

| Call Type | Price Per Minute |
|-----------|------------------|
| Dedicated | \$0.0180 |
| Switched | \$0.0280 |

- D. Sprint will charge Customer a fixed Net Effective Usage Rate for its intrastate Outbound including FONCARD Service Usage Charges in the applicable amount from the table below.

| State | Price Per Minute | | |
|----------|------------------|------------|----------|
| | Dedicated | Switched | FONCARD |
| Florida | \$0.0260 * | \$0.0494 * | \$0.1094 |
| New York | \$0.0453 | \$0.0742 | \$0.1342 |

* Sprint account team will issue a manual credit each month in order to achieve net effective rates of \$0.0247 Dedicated and \$0.0404 Switched. Sprint will conduct quarterly invoice reviews and submit monthly reports to verify the rates.

- E. Sprint will charge Customer a fixed Net Effective Usage Rate for its intrastate Toll Free Service Usage Charges in the applicable amount from the table below.

| State | Price Per Minute | |
|----------|------------------|------------|
| | Dedicated | Switched |
| Florida | \$0.0234 | \$0.0468 * |
| New York | \$0.0450 | \$0.0740 * |

* Sprint account team will issue a manual credit each month in order to achieve a net effective rate of \$0.0404 Switched. Sprint will conduct quarterly invoice reviews and submit monthly reports to verify the rates.

- F. Customer will receive a Net Effective Usage Discount, instead of all other discounts, on its dedicated intrastate Sprint Voice Solutions Outbound Service Usage Charges in the applicable amount from the table below.

| States | Discount |
|--|----------|
| Connecticut, Hawaii, Kansas, Michigan, Mississippi, Nevada, Tennessee | 40% |
| Illinois, Kentucky, Louisiana, Maine, Ohio, South Carolina, Utah, Wisconsin | 30% |
| Alabama, Indiana, Nebraska, New Mexico, Oregon, Rhode Island, West Virginia | 20% |
| California, Colorado, Delaware, Georgia, Idaho, Iowa, Maryland, Montana, New Hampshire, New Jersey, North Carolina, North Dakota, Pennsylvania, Texas, Wyoming | 10% |
| Minnesota, Oklahoma, Vermont, Washington | 5% |

- G. Customer will receive a Net Effective Usage Discount, instead of all other discounts, on its switched intrastate Sprint Voice Solutions Outbound including Sprint Voice Solutions FONCARD Service Usage Charges in the applicable amount from the table below.

| States | Discount |
|--|----------|
| Connecticut, Hawaii, Indiana, Louisiana, Maine, Michigan, Mississippi, Nevada, Ohio, South Carolina, Tennessee, Wisconsin | 40% |
| Georgia, Illinois, Kansas, Kentucky, Oklahoma, Utah | 30% |
| Alabama, Iowa, Maryland, Montana, New Hampshire, North Carolina, Rhode Island, West Virginia, | 20% |
| California, Colorado, Idaho, Massachusetts, Minnesota, Nebraska, New Jersey, New Mexico, North Dakota, Oregon, Pennsylvania, Texas, Vermont, Washington, Wyoming | 10% |

- H. Customer will receive a Net Effective Usage Discount, instead of all other discounts, on its dedicated intrastate Sprint Voice Solutions Toll Free Service Usage Charges in the applicable amount from the table below.

| States | Discount |
|--|----------|
| Connecticut, Michigan, Mississippi, South Carolina, Tennessee | 40% |
| Hawaii, Illinois, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Nevada, Ohio, Oklahoma, Utah, Wisconsin | 30% |
| Alabama, Delaware, Minnesota, Nebraska, New Mexico, Oregon, Rhode Island | 20% |
| California, Colorado, Georgia, Idaho, Indiana, Maryland, Montana, New Hampshire, North Carolina, North Dakota, Pennsylvania, Texas, West Virginia, Wyoming | 10% |
| Iowa, New Jersey | 5% |

- I. Customer will receive a Net Effective Usage Discount, instead of all other discounts, on its switched intrastate Sprint Voice Solutions Toll Free Service Usage Charges in the applicable amount from the table below.

| States | Discount |
|---|----------|
| Connecticut, Hawaii, Indiana, Louisiana, Maine, Michigan, Mississippi, Nevada, Ohio, South Carolina, Tennessee, Wisconsin | 40% |
| Georgia, Illinois, Kansas, Kentucky, New Hampshire, Utah | 30% |
| Alabama, Iowa, Maryland, Montana, North Carolina, Oklahoma, Rhode Island, West Virginia | 20% |

| States | Discount |
|--|----------|
| Colorado, Massachusetts, Minnesota, Nebraska, North Dakota, Oregon, Pennsylvania, Vermont, Wyoming | 10% |
| California, Delaware, Idaho, New Jersey, New Mexico, Texas, Washington | 5% |

- J. Customer will receive a 30% Net Effective Usage Discount, instead of all other discounts on its international (Domestic origination) Sprint Voice Solutions Outbound and Sprint Voice Solutions FONCARD Service Usage Charges.
- K. Customer will receive a 30% Net Effective Usage Discount, instead of all other discounts, on its international Sprint Voice Solutions Toll Free Service Usage Charges.

2.2 INTERNATIONAL RATES

A. International (Dedicated):

| | Outbound | Inbound | FONCARD | SDS |
|---------------------|--------------|---------|---------|-----|
| AFGHANISTAN | \$1.2140/min | -- | -- | -- |
| ALBANIA | \$0.2440/min | -- | -- | -- |
| ALGERIA | \$0.5870/min | -- | -- | -- |
| ANDORRA | \$0.3090/min | -- | -- | -- |
| ANGOLA | \$1.1430/min | -- | -- | -- |
| ANGUILLA | \$0.5700/min | -- | -- | -- |
| ANTIGUA/BARBUDA | \$0.5130/min | -- | -- | -- |
| ARGENTINA | \$0.1840/min | -- | -- | -- |
| ARMENIA | \$0.6820/min | -- | -- | -- |
| ARUBA | \$0.3060/min | -- | -- | -- |
| ASCENSION ISLAND | \$1.6500/min | -- | -- | -- |
| AUSTRALIA | \$0.0430/min | -- | -- | -- |
| AUSTRALIAN TERR | \$3.8100/min | -- | -- | -- |
| AUSTRIA | \$0.0410/min | -- | -- | -- |
| AZERBAIJAN | \$0.6890/min | -- | -- | -- |
| BAHAMAS | \$0.1430/min | -- | -- | -- |
| BAHRAIN | \$0.6950/min | -- | -- | -- |
| BANGLADESH | \$0.2960/min | -- | -- | -- |
| BARBADOS | \$0.5940/min | -- | -- | -- |
| BELARUS | \$0.7130/min | -- | -- | -- |
| BELGIUM | \$0.0410/min | -- | -- | -- |
| BELIZE | \$0.7460/min | -- | -- | -- |
| BENIN | \$0.5570/min | -- | -- | -- |
| BERMUDA | \$0.2870/min | -- | -- | -- |
| BHUTAN | \$1.8110/min | -- | -- | -- |
| BOLIVIA | \$0.5940/min | -- | -- | -- |
| BOSNIA/HERZEGOVINA | \$0.3370/min | -- | -- | -- |
| BOTSWANA | \$0.6600/min | -- | -- | -- |
| BRAZIL | \$0.1040/min | -- | -- | -- |
| BRUNEI | \$0.5810/min | -- | -- | -- |
| BULGARIA | \$0.5130/min | -- | -- | -- |
| BURKINA FASO | \$0.9440/min | -- | -- | -- |
| BURUNDI | \$1.2620/min | -- | -- | -- |
| BVI (TORTOLA) | \$0.5360/min | -- | -- | -- |
| CAMBODIA | \$1.6210/min | -- | -- | -- |
| CAMEROON | \$0.9730/min | -- | -- | -- |
| CANADA | \$0.0290/min | -- | -- | -- |
| CAPE VERDE ISLANDS | \$0.7050/min | -- | -- | -- |
| CAYMAN ISLANDS | \$0.5710/min | -- | -- | -- |
| CENTRAL AFRICAN REP | \$1.1110/min | -- | -- | -- |
| CHAD | \$1.7620/min | -- | -- | -- |
| CHILE | \$0.0500/min | -- | -- | -- |
| CHINA | \$0.0390/min | -- | -- | -- |
| COLOMBIA | \$0.2640/min | -- | -- | -- |
| COMOROS | \$1.1180/min | -- | -- | -- |

| | | | | |
|------------------------|---------------|----|----|----|
| CONGO | \$0.8680/min | -- | -- | -- |
| CONGO DEM REP (ZAIRE) | \$2.9500/min | -- | -- | -- |
| COOK ISLANDS | \$1.3800/min | -- | -- | -- |
| COSTA RICA | \$0.2070/min | -- | -- | -- |
| CROATIA | \$0.4680/min | -- | -- | -- |
| CUBA | \$1.8600/min | -- | -- | -- |
| CYPRUS | \$0.4820/min | -- | -- | -- |
| CZECH REPUBLIC | \$0.4060/min | -- | -- | -- |
| DENMARK | \$0.0360/min | -- | -- | -- |
| DIEGO GARCIA | \$3.3000/min | -- | -- | -- |
| DJIBOUTI | \$0.8610/min | -- | -- | -- |
| DOMINICA | \$0.5300/min | -- | -- | -- |
| DOMINICAN REPUBLIC | \$0.1310/min | -- | -- | -- |
| EAST TIMOR | \$2.3700/min | -- | -- | -- |
| ECUADOR | \$0.2700/min | -- | -- | -- |
| EGYPT | \$0.3160/min | -- | -- | -- |
| EL SALVADOR | \$0.2890/min | -- | -- | -- |
| EQUATORIAL GUINEA | \$2.1740/min | -- | -- | -- |
| ERITREA | \$1.1870/min | -- | -- | -- |
| ESTONIA | \$0.6360/min | -- | -- | -- |
| ETHIOPIA | \$0.5300/min | -- | -- | -- |
| FALKLAND ISLANDS | \$2.5400/min | -- | -- | -- |
| FAROE ISLANDS | \$0.4060/min | -- | -- | -- |
| FIJI | \$1.0310/min | -- | -- | -- |
| FINLAND | \$0.2140/min | -- | -- | -- |
| FRANCE | \$0.0360/min | -- | -- | -- |
| FRENCH GUIANA | \$0.5740/min | -- | -- | -- |
| FRENCH POLYNESIA | \$0.6940/min | -- | -- | -- |
| GABON | \$0.7030/min | -- | -- | -- |
| GAMBIA | \$0.7730/min | -- | -- | -- |
| GEORGIA | \$0.7330/min | -- | -- | -- |
| GERMANY | \$0.0430/min | -- | -- | -- |
| GHANA | \$0.1910/min | -- | -- | -- |
| GIBRALTAR | \$0.5250/min | -- | -- | -- |
| GLOBAL MOBILE | \$10.9360/min | -- | -- | -- |
| GREECE | \$0.0600/min | -- | -- | -- |
| GREENLAND | \$1.1900/min | -- | -- | -- |
| GRENADA | \$0.6560/min | -- | -- | -- |
| GUADELOUPE | \$0.4140/min | -- | -- | -- |
| GUANTANAMO | \$1.8600/min | -- | -- | -- |
| GUATEMALA | \$0.2360/min | -- | -- | -- |
| GUINEA | \$0.7860/min | -- | -- | -- |
| GUINEA-BISSAU | \$1.3510/min | -- | -- | -- |
| GUYANA | \$0.4490/min | -- | -- | -- |
| HAITI | \$0.2990/min | -- | -- | -- |
| HONDURAS | \$0.3590/min | -- | -- | -- |
| HONG KONG | \$0.0460/min | -- | -- | -- |
| HUNGARY | \$0.0790/min | -- | -- | -- |
| ICELAND | \$0.3440/min | -- | -- | -- |
| INDIA | \$0.2270/min | -- | -- | -- |
| INDONESIA | \$0.1660/min | -- | -- | -- |
| INMARSAT SNAC | \$10.9360/min | -- | -- | -- |
| INTERNATIONAL NETWORKS | \$10.9360/min | -- | -- | -- |
| IRAN | \$1.0060/min | -- | -- | -- |
| IRAQ | \$1.1000/min | -- | -- | -- |
| IRELAND | \$0.0440/min | -- | -- | -- |
| ISRAEL | \$0.0540/min | -- | -- | -- |
| ITALY | \$0.0410/min | -- | -- | -- |
| IVORY COAST | \$1.1870/min | -- | -- | -- |
| JAMAICA | \$0.2010/min | -- | -- | -- |
| JAPAN | \$0.0510/min | -- | -- | -- |
| JORDAN | \$0.3290/min | -- | -- | -- |

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|----------------------|---------------|----|----|----|
| KAZAKHSTAN | \$0.6440/min | -- | -- | -- |
| KENYA | \$0.3510/min | -- | -- | -- |
| KIRIBATI | \$1.3000/min | -- | -- | -- |
| KOREA (NORTH) | \$2.8180/min | -- | -- | -- |
| KOREA (SOUTH) | \$0.1240/min | -- | -- | -- |
| KUWAIT | \$0.9660/min | -- | -- | -- |
| KYRGYZSTAN | \$0.6440/min | -- | -- | -- |
| LAOS | \$1.4800/min | -- | -- | -- |
| LATVIA | \$0.7560/min | -- | -- | -- |
| LEBANON | \$0.2130/min | -- | -- | -- |
| LESOTHO | \$1.0000/min | -- | -- | -- |
| LIBERIA | \$3.0300/min | -- | -- | -- |
| LIBYA | \$0.8810/min | -- | -- | -- |
| LIECHTENSTEIN | \$0.1930/min | -- | -- | -- |
| LITHUANIA | \$0.7300/min | -- | -- | -- |
| LUXEMBOURG | \$0.2510/min | -- | -- | -- |
| MACAU | \$0.5620/min | -- | -- | -- |
| MACEDONIA | \$0.4750/min | -- | -- | -- |
| MADAGASCAR | \$2.1610/min | -- | -- | -- |
| MALAWI | \$0.7500/min | -- | -- | -- |
| MALAYSIA | \$0.0430/min | -- | -- | -- |
| MALDIVES REPUBLIC | \$0.9930/min | -- | -- | -- |
| MALI | \$0.8860/min | -- | -- | -- |
| MALTA REPUBLIC | \$0.5420/min | -- | -- | -- |
| MARSHALL ISLANDS | \$0.9090/min | -- | -- | -- |
| MARTINIQUE | \$0.4440/min | -- | -- | -- |
| MAURITANIA | \$0.9180/min | -- | -- | -- |
| MAURITIUS | \$0.8180/min | -- | -- | -- |
| MEXICO | \$0.0890/min | -- | -- | -- |
| MICRONESIA | \$0.9090/min | -- | -- | -- |
| MOLDOVA | \$0.7300/min | -- | -- | -- |
| MONACO | \$0.3530/min | -- | -- | -- |
| MONGOLIA | \$1.3800/min | -- | -- | -- |
| MONTENEGRO | \$0.2390/min | -- | -- | -- |
| MONTSERRAT | \$0.6180/min | -- | -- | -- |
| MOROCCO | \$0.5680/min | -- | -- | -- |
| MOZAMBIQUE | \$1.0180/min | -- | -- | -- |
| MYANMAR (BURMA) | \$1.5420/min | -- | -- | -- |
| NAMIBIA | \$0.9090/min | -- | -- | -- |
| NAURU | \$3.2000/min | -- | -- | -- |
| NEPAL | \$1.1860/min | -- | -- | -- |
| NETHERLANDS | \$0.0430/min | -- | -- | -- |
| NETHERLANDS ANTILLES | \$0.2010/min | -- | -- | -- |
| NEW CALEDONIA | \$1.0350/min | -- | -- | -- |
| NEW ZEALAND | \$0.1330/min | -- | -- | -- |
| NICARAGUA | \$0.2470/min | -- | -- | -- |
| NIGER | \$0.8680/min | -- | -- | -- |
| NIGERIA | \$0.8610/min | -- | -- | -- |
| NIUE ISLAND | \$3.1930/min | -- | -- | -- |
| NORWAY | \$0.1070/min | -- | -- | -- |
| OCEAN ATLANTIC EAST | \$10.9360/min | -- | -- | -- |
| OCEAN ATLANTIC WEST | \$10.9360/min | -- | -- | -- |
| OCEAN INDIAN | \$10.9360/min | -- | -- | -- |
| OCEAN PACIFIC | \$10.9360/min | -- | -- | -- |
| OMAN | \$0.7880/min | -- | -- | -- |
| PAKISTAN | \$0.4300/min | -- | -- | -- |
| PALAU | \$0.9550/min | -- | -- | -- |
| PALE AUTH | \$0.4580/min | -- | -- | -- |
| PANAMA | \$0.1530/min | -- | -- | -- |
| PAPUA NEW GUINEA | \$1.2500/min | -- | -- | -- |
| PARAGUAY | \$0.7140/min | -- | -- | -- |
| PERU | \$0.2890/min | -- | -- | -- |
| PHILIPPINES | \$0.1960/min | -- | -- | -- |

| | | | | |
|----------------------|--------------|----|----|----|
| POLAND | \$0.0540/min | -- | -- | -- |
| PORTUGAL | \$0.2510/min | -- | -- | -- |
| QATAR | \$0.9260/min | -- | -- | -- |
| REUNION ISLAND | \$1.1180/min | -- | -- | -- |
| ROMANIA | \$0.2060/min | -- | -- | -- |
| RUSSIA | \$0.2070/min | -- | -- | -- |
| RWANDA | \$1.3980/min | -- | -- | -- |
| SAN MARINO | \$0.3940/min | -- | -- | -- |
| SAO TOME/PRINCIPE | \$2.4500/min | -- | -- | -- |
| SAUDI ARABIA | \$0.4430/min | -- | -- | -- |
| SENEGAL | \$0.3370/min | -- | -- | -- |
| SERBIA | \$0.2390/min | -- | -- | -- |
| SEYCHELLES | \$1.3980/min | -- | -- | -- |
| SIERRA LEONE | \$1.0100/min | -- | -- | -- |
| SINGAPORE | \$0.0360/min | -- | -- | -- |
| SLOVAKIA | \$0.4060/min | -- | -- | -- |
| SLOVENIA | \$0.4060/min | -- | -- | -- |
| SOLOMON ISLANDS | \$5.0750/min | -- | -- | -- |
| SOMALIA | \$2.0740/min | -- | -- | -- |
| SOUTH AFRICA | \$0.0890/min | -- | -- | -- |
| SPAIN | \$0.0360/min | -- | -- | -- |
| SRI LANKA | \$0.9620/min | -- | -- | -- |
| ST HELENA | \$2.6200/min | -- | -- | -- |
| ST KITTS/NEVIS | \$0.5430/min | -- | -- | -- |
| ST LUCIA | \$0.5980/min | -- | -- | -- |
| ST PIERRE/MIQUELON | \$0.6230/min | -- | -- | -- |
| ST VINCENT/GRENADINE | \$0.6160/min | -- | -- | -- |
| SUDAN | \$1.3970/min | -- | -- | -- |
| SURINAME | \$1.0300/min | -- | -- | -- |
| SWAZILAND | \$0.5420/min | -- | -- | -- |
| SWEDEN | \$0.0340/min | -- | -- | -- |
| SWITZERLAND | \$0.0490/min | -- | -- | -- |
| SYRIA | \$0.9060/min | -- | -- | -- |
| TAIWAN | \$0.0410/min | -- | -- | -- |
| TAJKISTAN | \$0.6440/min | -- | -- | -- |
| TANZANIA | \$0.8560/min | -- | -- | -- |
| THAILAND | \$0.1330/min | -- | -- | -- |
| TOGO | \$1.0460/min | -- | -- | -- |
| TOKELAU | \$5.1860/min | -- | -- | -- |
| TONGA | \$0.9480/min | -- | -- | -- |
| TRINIDAD/TOBAGO | \$0.2210/min | -- | -- | -- |
| TUNISIA | \$0.5420/min | -- | -- | -- |
| TURKEY | \$0.2300/min | -- | -- | -- |
| TURKMENISTAN | \$0.8430/min | -- | -- | -- |
| TURKS/CAICOS | \$0.5820/min | -- | -- | -- |
| TUVALU | \$2.6940/min | -- | -- | -- |
| UGANDA | \$0.6700/min | -- | -- | -- |
| UKRAINE | \$0.2710/min | -- | -- | -- |
| UNITED ARAB EMIRATES | \$0.2800/min | -- | -- | -- |
| UNITED KINGDOM | \$0.0340/min | -- | -- | -- |
| URUGUAY | \$0.6540/min | -- | -- | -- |
| UZBEKISTAN | \$0.1840/min | -- | -- | -- |
| VANUATU | \$3.5360/min | -- | -- | -- |
| VENEZUELA | \$0.1160/min | -- | -- | -- |
| VIETNAM | \$0.4840/min | -- | -- | -- |
| WALLIS/FUTUNA ISLAND | \$5.1860/min | -- | -- | -- |
| WESTERN SAMOA | \$0.8340/min | -- | -- | -- |
| YEMEN REP | \$0.7850/min | -- | -- | -- |
| ZAMBIA | \$0.8560/min | -- | -- | -- |
| ZIMBABWE | \$0.7420/min | -- | -- | -- |

B. International (Switched)

| | Outbound | Inbound | FONCARD | SDS |
|----------------------|-----------------|----------------|----------------|------------|
| AFGHANISTAN | \$1.2350/min | -- | -- | -- |
| ALBANIA | \$0.2590/min | -- | -- | -- |
| ALGERIA | \$0.6090/min | -- | -- | -- |
| ANDORRA | \$0.3300/min | -- | -- | -- |
| ANGOLA | \$1.1650/min | -- | -- | -- |
| ANGUILLA | \$0.5910/min | \$1.1580/min | -- | -- |
| ANTIGUA/BARBUDA | \$0.5340/min | -- | -- | -- |
| ARGENTINA | \$0.1990/min | \$0.4550/min | -- | -- |
| ARMENIA | \$0.7030/min | -- | -- | -- |
| ARUBA | \$0.3270/min | -- | -- | -- |
| ASCENSION ISLAND | \$1.6570/min | -- | -- | -- |
| AUSTRALIA | \$0.0580/min | \$0.1480/min | -- | -- |
| AUSTRALIAN TERR | \$3.8350/min | -- | -- | -- |
| AUSTRIA | \$0.0560/min | -- | -- | -- |
| AZERBAIJAN | \$0.7100/min | -- | -- | -- |
| BAHAMAS | \$0.1580/min | \$0.2740/min | -- | -- |
| BAHRAIN | \$0.7170/min | \$1.2590/min | -- | -- |
| BANGLADESH | \$0.3110/min | -- | -- | -- |
| BARBADOS | \$0.6930/min | \$1.4930/min | -- | -- |
| BELARUS | \$0.7340/min | -- | -- | -- |
| BELGIUM | \$0.0560/min | \$0.0840/min | -- | -- |
| BELIZE | \$0.7670/min | -- | -- | -- |
| BENIN | \$0.5780/min | -- | -- | -- |
| BERMUDA | \$0.3090/min | \$0.2210/min | -- | -- |
| BHUTAN | \$1.8330/min | -- | -- | -- |
| BOLIVIA | \$0.6150/min | -- | -- | -- |
| BOSNIA/HERZEGOVINA | \$0.3590/min | -- | -- | -- |
| BOTSWANA | \$0.6820/min | -- | -- | -- |
| BRAZIL | \$0.1190/min | \$0.1640/min | -- | -- |
| BRUNEI | \$0.6020/min | -- | -- | -- |
| BULGARIA | \$0.5340/min | -- | -- | -- |
| BURKINA FASO | \$0.9790/min | -- | -- | -- |
| BURUNDI | \$1.2830/min | -- | -- | -- |
| BVI (TORTOLA) | \$0.5710/min | \$1.6170/min | -- | -- |
| CAMBODIA | \$1.6420/min | -- | -- | -- |
| CAMEROON | \$0.9940/min | -- | -- | -- |
| CANADA | \$0.0440/min | \$0.0840/min | -- | -- |
| CAPE VERDE ISLANDS | \$0.7260/min | -- | -- | -- |
| CAYMAN ISLANDS | \$0.5860/min | \$1.3250/min | -- | -- |
| CENTRAL AFRICAN REP | \$1.1330/min | -- | -- | -- |
| CHAD | \$1.7840/min | -- | -- | -- |
| CHILE | \$0.0650/min | \$0.4550/min | -- | -- |
| CHINA | \$0.0540/min | \$0.9430/min | -- | -- |
| COLOMBIA | \$0.2790/min | \$0.4560/min | -- | -- |
| COMOROS | \$1.1400/min | -- | -- | -- |
| CONGO | \$0.8900/min | -- | -- | -- |
| CONGO DEM REP(ZAIRE) | \$2.9750/min | -- | -- | -- |
| COOK ISLANDS | \$1.4010/min | -- | -- | -- |
| COSTA RICA | \$0.2220/min | \$0.4450/min | \$0.2220/min | -- |
| CROATIA | \$0.4900/min | -- | -- | -- |
| CUBA | \$1.8850/min | -- | -- | -- |
| CYPRUS | \$0.5020/min | \$1.3880/min | -- | -- |
| CZECH REPUBLIC | \$0.4280/min | -- | -- | -- |
| DENMARK | \$0.0510/min | \$0.1480/min | -- | -- |
| DIEGO GARCIA | \$3.3250/min | -- | -- | -- |
| DJIBOUTI | \$0.8820/min | -- | -- | -- |
| DOMINICA | \$0.5520/min | \$1.5560/min | -- | -- |
| DOMINICAN REPUBLIC | \$0.1460/min | \$0.1640/min | -- | -- |
| EAST TIMOR | \$2.3950/min | -- | -- | -- |

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|------------------------|---------------|--------------|--------------|----|
| ECUADOR | \$0.2850/min | \$0.4580/min | -- | -- |
| EGYPT | \$0.3310/min | -- | -- | -- |
| EL SALVADOR | \$0.3040/min | \$0.4350/min | -- | -- |
| EQUATORIAL GUINEA | \$2.1960/min | -- | -- | -- |
| ERITREA | \$1.2090/min | -- | -- | -- |
| ESTONIA | \$0.6570/min | -- | -- | -- |
| ETHIOPIA | \$0.5450/min | -- | -- | -- |
| FALKLAND ISLANDS | \$2.5650/min | -- | -- | -- |
| FAROE ISLANDS | \$0.4280/min | -- | -- | -- |
| FIJI | \$1.0530/min | \$1.1060/min | -- | -- |
| FINLAND | \$0.2360/min | \$0.4070/min | -- | -- |
| FRANCE | \$0.0510/min | \$0.0920/min | \$0.0510/min | -- |
| FRENCH GUIANA | \$0.5960/min | -- | -- | -- |
| FRENCH POLYNESIA | \$0.7140/min | -- | -- | -- |
| GABON | \$0.7250/min | -- | -- | -- |
| GAMBIA | \$0.7940/min | -- | -- | -- |
| GEORGIA | \$0.7540/min | -- | -- | -- |
| GERMANY | \$0.0640/min | \$0.0920/min | -- | -- |
| GHANA | \$0.2060/min | -- | -- | -- |
| GIBRALTAR | \$0.5460/min | -- | -- | -- |
| GLOBAL MOBILE | \$10.9640/min | -- | -- | -- |
| GREECE | \$0.0750/min | \$0.1640/min | -- | -- |
| GREENLAND | \$1.2150/min | -- | -- | -- |
| GRENADA | \$0.7780/min | \$1.4560/min | -- | -- |
| GUADELOUPE | \$0.4360/min | -- | -- | -- |
| GUANTANAMO | \$1.8850/min | -- | -- | -- |
| GUATEMALA | \$0.2510/min | \$0.4240/min | -- | -- |
| GUINEA | \$0.8080/min | -- | -- | -- |
| GUINEA-BISSAU | \$1.3730/min | -- | -- | -- |
| GUYANA | \$0.4640/min | -- | -- | -- |
| HAITI | \$0.3140/min | -- | -- | -- |
| HONDURAS | \$0.3740/min | -- | -- | -- |
| HONG KONG | \$0.0610/min | \$0.1110/min | -- | -- |
| HUNGARY | \$0.0940/min | \$1.0750/min | -- | -- |
| ICELAND | \$0.3650/min | -- | -- | -- |
| INDIA | \$0.2490/min | \$1.1690/min | -- | -- |
| INDONESIA | \$0.1870/min | \$0.4450/min | -- | -- |
| INMARSAT SNAC | \$10.9640/min | -- | -- | -- |
| INTERNATIONAL NETWORKS | \$10.9640/min | -- | -- | -- |
| IRAN | \$1.0280/min | -- | -- | -- |
| IRAQ | \$1.1220/min | -- | -- | -- |
| IRELAND | \$0.0590/min | \$0.1480/min | -- | -- |
| ISRAEL | \$0.0690/min | \$0.2210/min | -- | -- |
| ITALY | \$0.0630/min | \$0.1190/min | -- | -- |
| IVORY COAST | \$1.2080/min | -- | -- | -- |
| JAMAICA | \$0.2160/min | \$0.2210/min | -- | -- |
| JAPAN | \$0.0660/min | \$0.5050/min | -- | -- |
| JORDAN | \$0.3440/min | -- | -- | -- |
| KAZAKHSTAN | \$0.6660/min | -- | -- | -- |
| KENYA | \$0.3660/min | -- | -- | -- |
| KIRIBATI | \$1.3220/min | -- | -- | -- |
| KOREA (NORTH) | \$2.8400/min | -- | -- | -- |
| KOREA (SOUTH) | \$0.1460/min | \$0.9490/min | -- | -- |
| KUWAIT | \$1.1230/min | -- | -- | -- |
| KYRGYZSTAN | \$0.6660/min | -- | -- | -- |
| LAOS | \$1.5010/min | -- | -- | -- |
| LATVIA | \$0.7770/min | -- | -- | -- |
| LEBANON | \$0.2280/min | -- | -- | -- |
| LESOTHO | \$1.0220/min | -- | -- | -- |
| LIBERIA | \$3.0550/min | -- | -- | -- |
| LIBYA | \$0.9020/min | -- | -- | -- |
| LIECHTENSTEIN | \$0.2140/min | -- | -- | -- |

| | | | | |
|----------------------|---------------|--------------|--------------|----|
| LITHUANIA | \$0.7520/min | -- | -- | -- |
| LUXEMBOURG | \$0.2550/min | \$0.5620/min | \$0.2550/min | -- |
| MACAU | \$0.5840/min | \$2.1510/min | -- | -- |
| MACEDONIA | \$0.4970/min | -- | -- | -- |
| MADAGASCAR | \$2.1820/min | -- | -- | -- |
| MALAWI | \$0.7710/min | -- | -- | -- |
| MALAYSIA | \$0.0580/min | \$0.5870/min | -- | -- |
| MALDIVES REPUBLIC | \$1.0140/min | -- | -- | -- |
| MALI | \$0.9060/min | -- | -- | -- |
| MALTA REPUBLIC | \$0.5640/min | -- | -- | -- |
| MARSHALL ISLANDS | \$0.9300/min | -- | -- | -- |
| MARTINIQUE | \$0.4750/min | -- | -- | -- |
| MAURITANIA | \$0.9390/min | -- | -- | -- |
| MAURITIUS | \$0.8390/min | -- | -- | -- |
| MEXICO | \$0.1100/min | \$0.2210/min | \$0.1100/min | -- |
| MICRONESIA | \$0.9300/min | -- | -- | -- |
| MOLDOVA | \$0.7520/min | -- | -- | -- |
| MONACO | \$0.3740/min | -- | -- | -- |
| MONGOLIA | \$1.4010/min | -- | -- | -- |
| MONTENEGRO | \$0.2540/min | -- | -- | -- |
| MONTSERAT | \$0.6390/min | \$1.3680/min | -- | -- |
| MOROCCO | \$0.5900/min | -- | -- | -- |
| MOZAMBIQUE | \$1.0390/min | -- | -- | -- |
| MYANMAR (BURMA) | \$1.5630/min | -- | -- | -- |
| NAMIBIA | \$0.9300/min | -- | -- | -- |
| NAURU | \$3.2210/min | -- | -- | -- |
| NEPAL | \$1.2070/min | -- | -- | -- |
| NETHERLANDS | \$0.0640/min | \$0.1110/min | -- | -- |
| NETHERLANDS ANTILLES | \$0.2160/min | \$0.2740/min | -- | -- |
| NEW CALEDONIA | \$1.0570/min | -- | -- | -- |
| NEW ZEALAND | \$0.1540/min | \$0.0840/min | -- | -- |
| NICARAGUA | \$0.2620/min | \$1.2450/min | -- | -- |
| NIGER | \$0.8900/min | -- | -- | -- |
| NIGERIA | \$0.9090/min | -- | -- | -- |
| NIUE ISLAND | \$3.2140/min | -- | -- | -- |
| NORWAY | \$0.1290/min | \$0.1480/min | -- | -- |
| OCEAN ATLANTIC EAST | \$10.9640/min | -- | -- | -- |
| OCEAN ATLANTIC WEST | \$10.9640/min | -- | -- | -- |
| OCEAN INDIAN | \$10.9640/min | -- | -- | -- |
| OCEAN PACIFIC | \$0.8100/min | -- | -- | -- |
| OMAN | \$0.4450/min | -- | -- | -- |
| PAKISTAN | \$0.9770/min | -- | -- | -- |
| PALAU | \$0.4770/min | -- | -- | -- |
| PALE AUTH | \$0.1680/min | -- | -- | -- |
| PANAMA | \$0.3480/min | -- | -- | -- |
| PAPUA NEW GUINEA | \$1.2750/min | -- | -- | -- |
| PARAGUAY | \$0.7360/min | -- | -- | -- |
| PERU | \$0.3040/min | \$0.5860/min | -- | -- |
| PHILIPPINES | \$0.2110/min | \$0.3040/min | -- | -- |
| POLAND | \$0.0690/min | \$1.0330/min | -- | -- |
| PORTUGAL | \$0.2590/min | \$0.8550/min | -- | -- |
| QATAR | \$0.9480/min | -- | -- | -- |
| REUNION ISLAND | \$1.1400/min | -- | -- | -- |
| ROMANIA | \$0.2210/min | -- | -- | -- |
| RUSSIA | \$0.2290/min | -- | -- | -- |
| RWANDA | \$1.4200/min | -- | -- | -- |
| SAN MARINO | \$0.4150/min | -- | -- | -- |
| SAO TOME/PRINCIPE | \$2.4750/min | -- | -- | -- |
| SAUDI ARABIA | \$0.4580/min | -- | -- | -- |
| SENEGAL | \$0.3520/min | -- | -- | -- |
| SERBIA | \$0.2600/min | -- | -- | -- |
| SEYCHELLES | \$1.4200/min | -- | -- | -- |
| SIERRA LEONE | \$1.0310/min | -- | -- | -- |

| | | | | |
|------------------------|--------------|--------------|----|----|
| SINGAPORE | \$0.0510/min | \$0.1480/min | -- | -- |
| SLOVAKIA | \$0.4280/min | -- | -- | -- |
| SLOVENIA | \$0.4280/min | -- | -- | -- |
| SOLOMON ISLANDS | \$5.0970/min | -- | -- | -- |
| SOMALIA | \$2.0960/min | -- | -- | -- |
| SOUTH AFRICA | \$0.1040/min | \$0.1480/min | -- | -- |
| SPAIN | \$0.0510/min | \$0.3580/min | -- | -- |
| SRI LANKA | \$0.9840/min | -- | -- | -- |
| ST HELENA | \$2.6450/min | -- | -- | -- |
| ST KITTS/NEVIS | \$0.5640/min | \$1.5080/min | -- | -- |
| ST LUCIA | \$0.6280/min | \$3.4530/min | -- | -- |
| ST PIERRE/MIQUELON | \$0.6450/min | -- | -- | -- |
| ST VINCENT/GRENADINE | \$0.6380/min | \$1.5260/min | -- | -- |
| SUDAN | \$1.4180/min | -- | -- | -- |
| SURINAME | \$1.0520/min | -- | -- | -- |
| SWAZILAND | \$0.5640/min | -- | -- | -- |
| SWEDEN | \$0.0490/min | \$0.3120/min | -- | -- |
| SWITZERLAND | \$0.0700/min | \$0.0840/min | -- | -- |
| SYRIA | \$0.9270/min | -- | -- | -- |
| TAIWAN | \$0.0560/min | \$0.2610/min | -- | -- |
| TAJKISTAN | \$0.6660/min | -- | -- | -- |
| TANZANIA | \$0.8780/min | -- | -- | -- |
| THAILAND | \$0.1480/min | \$0.1980/min | -- | -- |
| TOGO | \$1.0670/min | -- | -- | -- |
| TOKELAU | \$5.2070/min | -- | -- | -- |
| TONGA | \$0.9690/min | -- | -- | -- |
| TRINIDAD/TOBAGO | \$0.2360/min | \$0.3180/min | -- | -- |
| TUNISIA | \$0.5640/min | -- | -- | -- |
| TURKEY | \$0.2450/min | \$0.3010/min | -- | -- |
| TURKMENISTAN | \$0.8640/min | -- | -- | -- |
| TURKS/CAICOS | \$0.6030/min | -- | -- | -- |
| TUVALU | \$2.7160/min | -- | -- | -- |
| UGANDA | \$0.6910/min | -- | -- | -- |
| UKRAINE | \$0.2860/min | -- | -- | -- |
| UNITED ARAB EMIRATES | \$0.2950/min | -- | -- | -- |
| UNITED KINGDOM | \$0.0490/min | \$0.1110/min | -- | -- |
| URUGUAY | \$0.6750/min | \$2.6110/min | -- | -- |
| UZBEKISTAN | \$0.1990/min | -- | -- | -- |
| VANUATU | \$3.5570/min | -- | -- | -- |
| VENEZUELA \$0.1310/min | \$0.5270/min | -- | -- | -- |
| VIETNAM | \$0.4990/min | -- | -- | -- |
| WALLIS/FUTUNA ISLAND | \$5.2070/min | -- | -- | -- |
| WESTERN SAMOA | \$0.9500/min | -- | -- | -- |
| YEMEN REP | \$0.8060/min | -- | -- | -- |
| ZAMBIA | \$0.8780/min | -- | -- | -- |
| ZIMBABWE | \$0.7630/min | -- | -- | -- |

2.3 DEDICATED ACCESS

Site 2: NPA-NXX/Country
 954-357

| Service Name | Terminating PBX | Service Type | Service Elements | Net Monthly Recurring Charge ("MRC") | Net One-Time (Nonrecurring) Charge ("NRC") |
|---------------------------------|---|------------------|---------------------------------|--------------------------------------|--|
| Domestic Sprint Provided Access | Government Center 115 South Andrews Ave Fort Lauderdale, FL 33301 | DS1 Local Access | Local Access Line (Local Loop) | \$171.00 | \$ Waived |
| | | | Access Coordination Fee ("ACF") | \$ Waived | \$ Waived |

| | | | | | |
|--|--|--|--|-----------|-----------|
| | | | Central Office Connection Charge ("COC") | \$ Waived | \$ Waived |
|--|--|--|--|-----------|-----------|

Site 3: NPA-NXX/Country
 954-831

| Service Name | Terminating PBX | Service Type | Service Elements | Net Monthly Recurring Charge ("MRC") | Net One-Time (Nonrecurring) Charge ("NRC") |
|---------------------------------|---|------------------|--|--------------------------------------|--|
| Domestic Sprint Provided Access | Judicial Complex 201SE 6th Street Ft Lauderdale, FL 33301 | DS1 Local Access | Local Access Line (Local Loop) | \$171.00 | \$ Waived |
| | | | Access Coordination Fee ("ACF") | \$ Waived | \$ Waived |
| | | | Central Office Connection Charge ("COC") | \$ Waived | \$ Waived |

Site 4: NPA-NXX/Country
 954-831

| Service Name | Terminating PBX | Service Type | Service Elements | Net Monthly Recurring Charge ("MRC") | Net One-Time (Nonrecurring) Charge ("NRC") |
|---------------------------------|--|------------------|--|--------------------------------------|--|
| Domestic Sprint Provided Access | Public Safety Building 2601 West Broward Blvd. Ft Lauderdale, FL 33312 | DS1 Local Access | Local Access Line (Local Loop) | \$171.00 | \$ Waived |
| | | | Access Coordination Fee ("ACF") | \$ Waived | \$ Waived |
| | | | Central Office Connection Charge ("COC") | \$ Waived | \$ Waived |

3. WAIVERS

A. Sprint will waive the following installation charges:

- (1) Sprint will waive 100% of the installation and monthly recurring charges associated with Access Coordination Fee (ACF) and Central Office Connection (COC).
- (2) For all Sprint provided Domestic T-3 and lower bandwidth local access lines priced in this Agreement and installed during the Term, Sprint will waive the non-recurring local access line installation charges (including non-recurring COC and ACF charges).
- (3) For all Customer-provided to the Serving Wire Center Domestic T-3 and higher bandwidth local access lines installed during the Term, Sprint will waive the Entrance Facility installation charges.
- (4) Sprint will waive 100% of the Domestic Sprint ISDN PRI D channel installation charges for circuits installed during the Term.

B. Customer must use each local access line, port, or PVC receiving a waiver for 36 continuous months (the "Usage Period"). Should Customer disconnect any local access line, port, or PVC receiving an installation waiver prior to the end of the Usage Period, Customer will pay Sprint a pro-rata refund of the waived installation charges based on the number of months remaining in Usage Period.

4. ADDITIONAL PROVISIONS

- 4.1 **General.** Sprint Communications Company L.P. provides the Products and Services priced in this Attachment. This Attachment's rates, charges, and discounts are in lieu of any promotions or discounts that are available under Sprint Schedules or Tariffs. Rates, charges and discounts for call types, Service elements, features, and Services not in this Attachment are in the applicable Sprint Schedule, Tariff or public price list. Customer acknowledges and agrees that Sprint may change, on one day notice, the underlying rates in the applicable Sprint Schedule against which the percentage discounts will apply by posting such notice of changes to Schedules at www.sprint.com/ratesandconditions.
- 4.2 **Credits and Discounts.** Customer must be in compliance with all material terms and conditions of this Attachment to be eligible for any Credits or Discounts under this Attachment.
- 4.3 **Third Party Agents.** Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.
- 4.4 **Wireline Resale.**
- A. **General.** Subject to any provisions governing resale in Sprint Tariffs or applicable laws or regulations, Customer represents and warrants, on behalf of itself and its Affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell wireline Services or engage in other activity that would require Sprint to verify Customer's authorization as a reseller as required by law or regulation.
- B. **Wireline Services.** These provisions are not intended to prohibit resale of certain wireline services, but to require compliance with the rules and regulations of the FCC, such as 47 C.F.R. § 64.1195, state public utility commissions and other governmental bodies with jurisdiction over the provision of communications services for resale. **The permitted resale of Sprint wireline Services is subject to the Sprint Resale Terms and Conditions posted on the Rates and Conditions Website.**
- C. **Internet Service Providers.** An Internet Service Provider ("ISP") is a Customer that, directly or indirectly, provides third parties with the use of Sprint Internet access services in its ordinary course of business. **ISPs are subject to the Internet Service Providers Product Annex posted on the Rates and Conditions Website.**
- 4.5 **Access at Customer Premise.** For Sprint-provided access, Sprint will provide the connection between the Sprint Point of Presence and the Demarcation Point. Customer is responsible for the connection, i.e. cable or wire, between the Demarcation Point and the Customer's suite. For Customer-provided access, Customer is responsible for the access from Customer's premise to the Sprint Point of Presence or Sprint Point of Presence Serving Wire Center, dependent on the access arrangement being purchased.
- 4.6 **Repayment of Out-of-Pocket Charges.**
- A. Certain 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. If Customer 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 Section 13.1 of the Standard Terms and Conditions, then Customer will pay the following charges, which represent Sprint's reasonable out-of-pocket expenses advanced on Customer's behalf:
- (1) **Dedicated Access Orders.** A lump sum equal to (a) the applicable monthly charges for any DS3 or greater dedicated access circuit, multiplied by the number of months remaining in the Order Term; and
- (2) **Third Party Liability.** Any liabilities imposed on Sprint by third parties, such as local exchange carriers or PTTs, as a result of Customer's early termination.
- B. **Waiver of Order Term Liabilities.** Upon prior approval of Sprint, Customer will not be liable for the out-of-pocket charges in Section 4.6.A above if Customer 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 Customer provides Sprint with the termination notice. Such approval will be in Sprint's reasonable discretion and based upon financial and other business considerations.
- 4.7 **Service Disconnection.** For Domestic Services, Sprint will have up to 30 days to complete disconnection. For non-Domestic Services, Sprint may require a longer period. Customer will be responsible for all charges through the later of the 30th day after Sprint received the disconnect notice, or the date Customer stops using the Services. For a notice of disconnect to be effective, Customer must provide written information necessary for Sprint to complete the disconnect, such as a completed Disconnect Firm Order Commitment for Customer-provided access. Failure to provide such required information may result in Sprint's revocation of Connecting Facility Assignments from Sprint to the Local Exchange Carrier. Customer will be liable for any resulting charges imposed by the Local Exchange Carrier.
- 4.8 **Rate Review.** One time after the 36th billing month of the Term following the Ramp Up period, Sprint will, at Customer's written request, review the status of Customer's MSC, any growth in Customer's actual Service Usage, and the rates provided under this Agreement to determine if Customer is eligible to receive a rate adjustment for

Voice Solutions Services. To qualify for this review, Customer must be in compliance with all Agreement terms and conditions, including its MSC requirement. This review will be based on aggregate rates and charges, and will include only Voice Solutions Services that Customer has used substantially during the prior 12 months. Upon Customer's request, Sprint will begin negotiations any time after the 30th billing month of the Term following the Ramp Up period.

4.9 Rate Cap Promotion. Sprint will offer this promotion to new and existing customers that meet the following requirements: (1) new Customers with at least a 1-year term agreement for Sprint Voice Solutions or Sprint Voice VPN Solutions, with at least a \$12,000 Minimum Annual Commitment; or (2) existing customers who sign at least a 1-year term agreement for Sprint Voice Solutions or Sprint Voice VPN Solutions, with at least a \$12,000 Minimum Annual Commitment. Sprint will cap the current Sprint Voice Solutions or Sprint Voice VPN Solutions interstate, switched and dedicated outbound and inbound service usage base rates for the length of customer's term agreement. These rates will be exempt from any rate increase(s) during the term of the agreement. If Sprint Voice Solutions or Sprint Voice VPN Solutions interstate rates decrease, customer will receive the lower rate on the first invoice after the effective date of the rate change. Customer's initial switched locations must be activated by January 31, 2010 and initial dedicated locations must be activated by March 31, 2010. Customers will receive the benefit of this promotion for the remainder of their Sprint Voice VPN Solutions Term Plan. This promotion may be used only by Sprint Business customers for commercial use. This promotion will be available to qualified Customers until December 31, 2009, unless sooner changed or cancelled by Sprint.

4.10 Business Downturn. If Customer cannot, despite its best efforts, meet its MSC because of a business downturn beyond its control, Sprint and Customer will cooperate in developing an arrangement to address the parties' concerns. For purposes of this Agreement "business downturn" may include a reduction in the revenue generated by COUNTY as a result of decreases in property tax values in COUNTY or by some other event which reduces the revenue of COUNTY and creates a budget shortfall, the elimination or reduction of a significant part of COUNTY's operations, or reductions to a purchases by the following County Constitutional Officers: Broward Sheriff, Public Defender, State Attorney, Supervisor of Elections, Clerk of Court, and Property Appraiser.

The arrangement may include a change in rates, Discounts, Credits, MSC, Term or other provisions.

A. To invoke this provision, Customer will:

- (1) Notify Sprint in writing within 30 days after the business downturn; and
- (2) Include in the notice a description of the business downturn and its effect on Customer's operations and MSC Contributory Services usage.

B. This provision will not apply if Customer decides to:

- (1) Reduce its telecommunications services use for a reason unrelated to a business downturn;
- (2) Change its telecommunications network architecture for a reason unrelated to a business downturn; or
- (3) Transfer part of its traffic or projected growth to other carriers.

4.11 SprintGUARD BasicSM. SprintGUARD BasicSM is a value-added service offered at no charge to Sprint Business voice service customers. Customer will automatically be enrolled in the service when you become a Sprint customer. Following are some of the features:

- (1) Financial protection against the cost of CPE fraud: Sprint will assume responsibility for CPE fraud charges in excess of \$15,000 per incident. (Sprint's liability stops at Customer notification time.)
- (2) Proactive notification of abnormal traffic: Sprint Fraud Management staff will notify Customer of identified abnormal usage and will recommend corrective action.
- (3) 24 hour security support available—365 days a year: CPE security support is available to Customer 365 days a year by contacting the Sprint Fraud Management at 800-826-1898.
- (4) Security consultation: Sprint will help identify your system vulnerabilities and will recommend the most effective defense measures against CPE system intrusion and fraud.
- (5) Investigative and prosecution support: Sprint's Corporate Security staff can provide professional security support and serve as the interface between Customer and the appropriate law enforcement agency.

4.12 Definitions.

A. "Demarcation Point" means the point of interconnection between the local access provider's telecommunications facilities and the terminal equipment, protective apparatus or wiring at a Customer

premise. The Demarcation Point is an established location agreed upon by the local access provider and Customer.

- B. "Domestic" means the 48 contiguous states of the United States and the District of Columbia unless defined in the applicable Sprint tariffs or schedules.
- C. "MRC" means monthly recurring charge.
- D. "NRC" means non-recurring charge.
- E. "NPA-NXX" includes successor NPA-NXXs due to introduction of a new area code.

**ATTACHMENT B
 LONG DISTANCE REQUIREMENTS AND SPECIFICATIONS**

| Requirement | Specifications | Yes/No |
|--|--|--|
| Scope | <p>Competitive solicitation is open to all national long distance telecommunications carriers to provide domestic and international services, as defined by Services to be Offered below.</p> <p>A national long distance telecommunications carrier is defined as follows: An organization which directly owns and operates its own local switch or switches in ALL the top 100 U.S. metropolitan areas.</p> <p>The top 100 U.S. metropolitan areas are defined by the U.S. Census Ranking table, reference attachment J.</p> | Yes |
| Company Cabling Infrastructure Ownership and Management | <p>Company directly owns, operates and manages at least 30,000 route miles of communications cabling.</p> <p>Route miles are defined as follows: The number of miles of wire or fiber that are spanned by a telecommunications network in any of the seven continents. It does not include combined wire mileage due to multiple wires or fibers within a single cable or by overlapping segments, just the total geographic distance between cities or other terminal points.</p> <p>Communications cabling is defined as follows: Any wired medium that transports optical or electrical signals, such as fiber optic or copper cabling, for purposes of transmitting voice, video, or data.</p> | Yes |
| Services to be Offered | <ul style="list-style-type: none"> a. Intra-LATA b. Intra-State c. Inter-State d. International A- Z e. Inbound 8XX Services (Toll Free) f. Outbound 8XX Services (Toll Free) g. Operator Assisted Calls (0+) (1+ NPA+ 555-1212) h. Authorization Codes (6-digit) i. Collect Calls & 3rd Party Calls j. Primary Rate Interface Service k. Dedicated T-1 and SIP trunks from carrier's point of presence (POP) to multiple PBX locations. l. Travel Calling Card | <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> |
| Call Accounting, Reporting and Billing | <ul style="list-style-type: none"> a. Company to provide at no charge a consolidated bill electronically, delivered via CD or online with the following fields and data types, representing the call detail records of each long distance call: | Yes |

| Requirement | Specifications | | Yes/No | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------|----------------|---|------------|-----------|-------------------|------|---------------|------|------------|------|---------------|------|---------|------|----------|------|-------------------|------|------------|------|-------------------|--------|--------|--------|---------|------|-----------------|------|------------|------|--|
| | | <table border="1"> <thead> <tr> <th>Field Name</th> <th>Data Type</th> </tr> </thead> <tbody> <tr><td>MethodDescription</td><td>Text</td></tr> <tr><td>BillingNumber</td><td>Text</td></tr> <tr><td>CustomerId</td><td>Text</td></tr> <tr><td>StationNumber</td><td>Text</td></tr> <tr><td>ToPlace</td><td>Text</td></tr> <tr><td>ToNumber</td><td>Text</td></tr> <tr><td>ProviderShortName</td><td>Text</td></tr> <tr><td>DateOfCall</td><td>Text</td></tr> <tr><td>DurationInMinutes</td><td>Number</td></tr> <tr><td>Charge</td><td>Number</td></tr> <tr><td>ToState</td><td>Text</td></tr> <tr><td>TypeDescription</td><td>Text</td></tr> <tr><td>TimeOfCall</td><td>Text</td></tr> </tbody> </table> <p>Explanation of Fields: Method Description = Dial One, Dedicated Access, International, 800/888 Switch or equivalent. Billing Number = Account Number or equivalent. Customer ID = End User Updatable Field or its equivalent. ToPlace = City, State or Country or equivalent. Provider Short Name = Name of LD carrier or equivalent. Type Description = InterState, IntraState or International or equivalent.</p> <p>Also, at the discretion of the contract administrator, Company will provide at no charge agency/division level direct billing. Company will provide assistance with billing hierarchy implementation. Company will provide an executive summary which will include (at a minimum) agency/division level detail reporting sent to a central location. Additional standard billing/management reports may be requested. County will select billing cycle for invoice production.</p> <ul style="list-style-type: none"> b. Company has specialized billing staff to handle disputed calls, billing errors or customer questions. Company appoints a single point of contact to handle disputed call, billing errors or customer questions. Bill inquires will receive a detailed response with 15 business days and credits (if applicable) will appear within the next full billing cycle. c. Company has security processes and mechanisms in place for access to call details over the Internet (if provided). d. Company shall provide a monthly summary "net cost per minute report" that shall verify the contracted usage rates with the following minimum fields for each type of report: <p>For the IntraLATA, IntraState and InterState Report Invoice Date, Customer Account Number, Customer Name, Access Type (dedicated or switched), Service Type (outbound/inbound/Directory Services/Card), minutes of use, Gross, Discount V/T, NET, and Cost Per Minute (CPM.)</p> <p>For the International Report Invoice Date, Customer Account Number, Customer Name, Access Type (dedicated or switched), Service Type (outbound/inbound/Directory Services/Card), Origin (State/Country), Terminating (State/Country) minutes of use, Gross, Discount V/T, NET, and Cost Per Minute (CPM.)</p> <ul style="list-style-type: none"> e. Late payment charges will be suppressed for a minimum of 60 days. f. No late billing charges will be accepted by County after g. 60 days of the event. Company agrees to notify in advance any known billing problems and the expected resolution time frame. | Field Name | Data Type | MethodDescription | Text | BillingNumber | Text | CustomerId | Text | StationNumber | Text | ToPlace | Text | ToNumber | Text | ProviderShortName | Text | DateOfCall | Text | DurationInMinutes | Number | Charge | Number | ToState | Text | TypeDescription | Text | TimeOfCall | Text | |
| Field Name | Data Type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MethodDescription | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BillingNumber | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CustomerId | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| StationNumber | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ToPlace | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ToNumber | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ProviderShortName | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DateOfCall | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DurationInMinutes | Number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Charge | Number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ToState | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TypeDescription | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TimeOfCall | Text | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Account Support Team | a. | Company to provide an escalation list of persons to be called upon on unresolved issues, through the office of the president. | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Requirement | Specifications | Yes/No |
|---|---|---|
| | <ul style="list-style-type: none"> b. Company to provide a service level agreement specifying time frames for resolution of technical and billing dispute issues. c. Company to assign an account manager to support Broward County's account for the duration of the agreement. This account manager will be knowledgeable in Company's operations, billing and support structure to assist and route requests for service as needed by County. | |
| <p><i>IP Network Characteristics for SIP Calls</i></p> | <ul style="list-style-type: none"> a. One way end-to-end delay for voice packets will not exceed 150 milliseconds during any calendar month between any ingress and egress of provider domestic IP network. b. One way end to end Jitter for voice packets on carriers' domestic network will not exceed 30 ms during any calendar month between any ingress and egress of provider domestic IP network. c. One way end to end Packet loss for voice packets on carrier's domestic IP network will not exceed 0.1 percent during any calendar month between any ingress and egress of provider domestic IP network. d. Daily and weekly SLA reports summarizing and detailing delay, jitter, packet loss, and bandwidth consumption. | <p>Agree</p> <p>Agree</p> <p>Agree</p> <p>Agree</p> |
| <p><i>NO minimal annual commitments.</i></p> | <p>There will be no minimal annual revenue commitments from County to Company for the duration of this contract, to include any subsequent extensions.</p> <p>Note: County provided minutes of use (MOU) are from recent billing statements, and do not guarantee future usage.</p> | <p>Does Not Agree</p> |
| <p><i>NO Installation or Termination Charges</i></p> | <p>Company will not charge County for any initial setup or installation charges for dedicated or switched services for the duration of this contract, to include subsequent extensions. Furthermore, there will be no termination charges for any dedicated or switched services.</p> | <p>Agree</p> |
| <p><i>Pricing Sheet Information</i></p> | <p>County must receive back the cost per minute (CPM) column and "NET" total column fully populated to assess Company's pricing. County provides actual minutes of use (MOU) for the October 2008 long distance invoice. Company to read Attachment B (instructions), and return to County Attachments' C, D, E, F, G, H, I in electronic format along with Bid tabulation results, Attachment K.</p> <p>Note: billing information provided for Switched and Dedicated T1 access only (County has not yet implemented SIP trunking at this time).</p> | <p>Yes</p> |
| <p><i>Project Management for Long Distance Transition</i></p> | <ul style="list-style-type: none"> a. During the transition period between County's incumbent long distance carrier and Company, Company shall provide project management functions and an assigned Project Manager at no additional cost as follows: <ul style="list-style-type: none"> i. Project Manager, in conjunction with County Staff, will coordinate the transition of all PIC and LPIC numbers, to include all switched and dedicated traffic. ii. Project Manager shall produce a Gantt Chart or equivalent Project Plan to specify resources, timelines, and tasks to be implemented by Company. Each task shall have a resource and timeline associated with it, and shall roll up into various milestones or phases. iii. Project manager will coordinate all testing within Company's network, to include the installation of SIP or dedicated T1 trunks at various County facilities. iv. Project manager will coordinate the verification of the first month's bill and will work to insure all applicable rates and discounts of been applied. | <p>Yes</p> |

ATTACHMENT C

VOICE OVER INTERNET PROTOCOL (VOIP) SERVICES PRICING

1. **PROVISION OF SPRINT PRODUCTS AND SERVICES.** Sprint Communications Company L.P. provides the services listed in this Attachment.
2. **SPRINT SIP TRUNKING.**

A. Required Sprint Products and Services. In order to use Sprint SIP Trunking, Customer must acquire Sprint Global MPLS, whether through this Agreement or a separate contract, for all on-net locations.

1. **Start of Term.** When Customer places an Order for Sprint SIP Trunking, there will be a Pre-Implementation Period followed by an Implementation Period, as set forth in the Sprint SIP Trunking Product Annex available at www.sprint.com/ratesandconditions. The Term begins after the Implementation Period ends.

C. SIP Trunking Charges.

1. **SIP Trunk Charges.** Sprint will charge Customer a non recurring charge ("NRC") of \$25.00 and a monthly recurring charge ("MRC") of \$18.95 for each SIP Trunk. SIP Trunk charges cover all on-net voice traffic. Minimum order is 50 SIP Trunks.
2. **Off-Net Block of Time.** It is recommended that Customer purchase "Off-Net Blocks of Time," which are blocks of minutes for off-net outbound or inbound calls, to cover the usage portion of its inbound and outbound off-net traffic. If Customer does not purchase any Off-Net Blocks of Time, then all calls will be invoiced using the "Overage Charges" set forth below. Sprint will charge Customer an MRC of \$69.95 for each Off-Net Block of Time. Each Off-Net Block of Time includes up to 5,000 off-net domestic U.S. minutes of use per month (inbound and outbound, combined). International outbound calls are not included in the Off-Net Block of Time and are charged separately. Off-Net Minute Block of Time charges and the minutes of use included in the Off-Net Block of Time will not be prorated.
3. **Telephone Numbers.** Customer must either port or order new blocks of telephone numbers. Sprint will charge Customer an MRC of \$0.25 for each telephone number ordered or ported.
4. **SIP Trunking Pricing Table*.**

| Pricing Component | Net MRC | Internal Use Only | List One-Time Charges (NRC) | Net One-Time Charges (NRC) | Internal Use Only |
|-----------------------|---------|-------------------|-----------------------------|----------------------------|-------------------|
| SIP Trunk | \$18.95 | ZZZ | \$25.00 | \$25.00 | ZZZ |
| Off-Net Block of Time | \$69.95 | ZZZ | -- | -- | ZZZ |
| Telephone # | \$0.25 | ZZZ | -- | -- | ZZZ |

*NOTE: SIP Trunking can ONLY be sold if Customer's PBXs using the service is certified.

IP PBX Platforms To Be Supported over Time

Microsoft Office Communications Server
 Cisco Unified Communications Manager (CUCM) with Cisco Unified Border Element (CUBE) combo*
 Cisco CUBE only w/Cisco Gateway as IAD
 Avaya Communications Manager (CM) * and Avaya SIP Enablement Server (SES)
 Nortel Communication Server 1000 (CS 1000E / NRS)

5. **Overage Charges.** On a monthly basis, Sprint will compare the Customer's actual domestic off-net (inbound & outbound) usage to the aggregate usage purchased through Off-Net Blocks of Time. Off-net minutes of use that exceed the aggregate purchased through Off-Net Blocks of Time will be charged a flat rate of \$.02 per minute of use rounded up to the next whole minute. For example, if Customer purchases six Off-Net Blocks of Times, providing 30,000 on-net minutes of use (6 x 5,000), and the actual total off-net minutes of use for a given month came to 34,000, Customer would be charged an NRC of \$80 (4,000 x \$.02) for off-net overage.
6. **Non-Sprint MPLS Location Charge.** Sprint will charge Customer a per location MRC of \$20.00 to allow Sprint Trunking to be used over another transport provider's data network. Customer must port or request a new telephone number for use.
7. **Moves, Changes, Disconnects and Expedite Charges.**

| Description | NRC |
|--------------------------------------|--------------------------------------|
| SIP Trunk move, change or disconnect | \$100.00 (0 to 100 SIP Trunks) |
| Telephone number change / disconnect | \$250.00 (0 to 25 telephone numbers) |

| | |
|---|----------|
| Order service expedite / Order service cancel | \$500.00 |
|---|----------|

8. **Special Usage Charges.** Sprint will charge Customer per minute usage charges for Directory Assistance call completion calls, and Operator Services call completion calls:

| Description | Amount |
|---|---------------------|
| Local / long distance Directory Assistance calls | \$0.25/minute |
| Local / long distance Operator Assistance calls | \$0.25/minute |
| International Operator Assistance dialing via credit card | Operator calculated |

9. **Per Call Surcharges.** Sprint will charge Customer per call surcharges for Directory Assistance and Operator Services call types:

| Description | Per Call Surcharge |
|--|---------------------|
| Local / long distance Directory Assistance | \$1.25 |
| Local / long distance Directory Assistance call completion | \$1.50 |
| Operator Assistance dialing | \$3.50 |
| Operator person to person calls | \$3.50 |
| International Operator Assistance dialing via credit card | Operator Calculated |
| International FONCard Surcharge | \$1.00 |

10. **International Usage Charges.** Usage for International outbound off-net calls will be billed separately. Outbound international rates bill in a 30 second initial increment and 6 second additional increments; the only exception being Mexico which bills in a 60 second initial increment and 60 second additional increments. Rates for international off-net usage can be found at www.sprint.com/ratesandconditions specific to Sprint SIP Trunking.

11. **Delayed Billing.** Directory assistance, operator services, and international traffic will be available when Customer begins using the Sprint SIP Trunking Service. However, the billing for these services (including without limitation, per call charges for directory assistance and operator services; per minute usage charges for directory assistance; and usage rates for international calling and international mobile termination surcharges) will not be billed to Customer until the fourth quarter of 2009

12. **Customer Trouble Assistance Charges.** In the event that Customer requests Sprint assistance with non-Sprint related service issues or troubles, Sprint will provide assistance on a time and materials cost basis based on a standard fee schedule or individual level of effort for each service request. Pricing is subject to change.

| Description | Unit | Amount |
|------------------------------------|--|------------|
| Customer Trouble Assistance Charge | Whole Hour increments – 2 Hour Minimum | \$325 / Hr |

13. **Additional Telephone Number for SIP Trunk Surcharge.** If Customer requires more than 20 average telephone numbers across all SIP Trunks, Sprint will charge Customer an NRC of \$7 per additional telephone number required over the 20 per SIP Trunk.

D. **Additional Terms.** Customer must comply with the Sprint SIP Trunking Product Annex located at www.sprint.com/ratesandconditions.

E. **SIP Trunking 911 Limitations.**

1. **911 Limitations** SIP Trunking does not support 911 emergency dialing or other emergency functions in the same manner as traditional wireline services. SIP Trunking may not support 911 emergency dialing for all Customer locations. Sprint cannot install SIP Trunking in areas where 911 emergency dialing is not supported.
2. **Registered Locations.** Sprint's only mechanism for routing 911 calls to the correct Public Safety Answering Point ("PSAP") is the Registered Location of the VoIP device at the time a 911 call is placed. Sprint relies on the Registered Location information when communicating with emergency operators. If Customer does not correctly identify the physical location of a VoIP device when defining the Registered Location, 911 calls through SIP Trunking may not reach the correct PSAP. In addition, if Customer uses a VoIP device in a

location other than the Registered Location for that device, 911 calls may not be routed to the appropriate PSAP for the device's then-current physical location. If Customer fails to update its Registered Location information, a 911 call may be routed based on earlier Registered Location information.

3. **Registered Locations in ALI Databases.** Upon initial activation of SIP Trunking and following any update to Registered Locations there may be some delay before complete and accurate automatic number and location information ("ANI/ALI") is provided to the local emergency service operator.
4. **Limitation of Liability.** Sprint is not liable for any SIP Trunking outage or other inability of Customer devices to dial 911, or any other emergency telephone number, or to access an emergency service operator, to the extent such outages or inability are not due to SPRINT's negligence, recklessness, intentional misconduct or failure to comply with contract terms or obligations provided by law. Each party agrees to be fully responsible for acts and omissions of its agents or employees, to the extent permitted by law, resulting in the failure or outage of SIP Trunking, including those related to 911 dialing or other inability of Customer devices to dial 911, or any other emergency telephone number, or to access an emergency service operator. Notwithstanding any provision herein, COUNTY is not entitled to damages from SPRINT to the extent such damages are not recoverable from SPRINT pursuant to Section 365.172(11), Florida Statutes.
5. **911 Certification.** Customer must sign the "Acknowledgment of 911 Service and Limitations," attached as Exhibit C-1, before Sprint can begin providing SIP Trunking.
- F. **Letter of Agency and Letter of Authorization.** If applicable, Customer must sign and return the "Letter of Agency," attached as Exhibit C-2, and the "Letter of Authorization," attached as Exhibit C-3, before Sprint can begin providing SIP Trunking.
- G. **Evaluation Period.** One time only per Customer, Customer can choose to evaluate up to 10 SIP Trunks with up to 20 new telephone numbers at up to 3 trial locations for a period of 30 days from the date the evaluation SIP Trunks are implemented and accepted ("**Evaluation Period**"). Sprint will not charge Customer for the SIP Trunking Service during the Evaluation Period. Customer must notify its Sprint account team in writing that it wants to evaluate the SIP Trunking Service prior to signing the Agreement.
 1. Upon expiration of the Evaluation Period if the SIP Trunking Service has met the required success criteria set forth in the Customer Statement of Work, then Customer will:
 - a. Continue deploying the full implementation of the SIP Trunking Service. Sprint will begin to bill Customer for the SIP Trunking Service upon expiration of the Evaluation Period; or
 - b. Provide written notice to Sprint 10 days before the expiration of the Evaluation Period that Customer wants to stop receiving the SIP Trunking Service. Sprint will disconnect the SIP Trunking Service upon expiration of the Evaluation Period without further notice to Customer.
 2. Upon expiration of the Evaluation Period, if the SIP Trunking Service has not met the required success criteria set forth in the Customer Statement of Work and Customer has notified Sprint of this prior to 10 days before the expiration of the Evaluation Period, then Customer may terminate the SIP Trunking Service without liability.

Attachment C-1

Acknowledgment of 911 Service and Limitations

Sprint SIP Trunking Service completes telephone calls using Voice over Internet Protocol technology. Sprint SIP Trunking Service is fundamentally different from traditional telephone service and has inherent limitations. The Sprint SIP Trunking Service, including 911 calling, may be unavailable or limited in the circumstances described below. By signing this acknowledgment, Customer certifies its awareness of the Sprint SIP Trunking Service limitations outlined below.

1. 911 Limitations of Service.

1.1. Relocation of End User Devices. If Customer uses a Sprint SIP Trunking device in a location other than the Registered Location for that device, 911 calls may not be routed to the appropriate Public Safety Answering Point ("PSAP") for the device's current physical location.

1.2. Use of "Non-Native" Telephone Numbers. If Customer uses a Sprint SIP Trunking device 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.

1.3. Broadband Connection Failures. Sprint SIP Trunking devices will not be able to make calls if Customer loses its connection to the Sprint Network.

1.4. Loss of Electrical Power. The Sprint SIP Trunking Service will not operate if Customer has lost electric power for the Sprint SIP Trunking device or for other Sprint SIP Trunking Service-enabling equipment. After a power outage, Customer may need to reset or reconfigure enabling equipment or devices before being able to use the Sprint SIP Trunking Service.

1.5. Updating Registered Locations in ALI Databases. If Customer does not correctly identify the physical location of a Sprint SIP Trunking device when defining the Registered Location, 911 calls through the Sprint SIP Trunking Service may not reach the correct PSAP. At initial activation of the Sprint SIP Trunking Service and following any update to Registered Locations, there may be some delay before complete and accurate automatic number information ("ANI") and automatic location information ("ALI") is passed to the local emergency service operator.

2. PSAP Limitations. The PSAP designated to receive 911 calls for a particular Registered Location through the Sprint SIP Trunking Service may not have a system configured for Enhanced 911 ("E911") 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 Sprint SIP Trunking device placing the 911 call.

3. Customer Choice. Each customer must carefully evaluate its own circumstances in deciding whether to rely solely upon the Sprint SIP Trunking Service for 911 calling or to make alternative plans for access to emergency calling services (e.g., maintaining a conventional landline phone as a backup means of completing emergency calls) in the event the Sprint SIP Trunking Service is unavailable.

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

Signed: _____

Name: _____

Title: _____

Attachment C-2 – Letter of Agency
Letter of Agency

Customer Name ("Customer"): _____
Billing Telephone Number: _____
Designated Contact Name: _____ Contact Phone: _____
Service Address: _____
Building: _____ Suite: _____ Floor: _____
Room: _____
City: _____ State: _____ Zip: _____

By signing below, Customer is authorizing Sprint to become Customer's new provider of long-distance and local voice service. Customer authorizes Sprint to act as Customer's agent to make this change happen, and Customer directs Customer's local voice service provider to work with Sprint to effect the change. The attached page(s) provide a complete listing of Customer's Telephone Lines to be switched to Sprint. Customer authorizes Sprint to provide local, long-distance and/or local toll service only to those telephone number(s) listed on the attached page(s).

Customer should consult with Customer's current carrier to determine whether a fee will apply to change to Customer's voice service provider. If Customer later returns to Customer's current voice service provider, Customer may be required to pay a reconnection charge to that company.

Customer understands that Sprint may have different calling areas, rates and charges than Customer's current provider, and that Sprint products and services may include a monthly recurring charge. By signing below, Customer agrees to be billed accordingly. Customer is responsible for all valid Sprint charges for all usage. Existing Sprint customers will assume responsibility for any domestic or international rate changes that occur through submission of this Letter of Agency.

The undersigned certifies that s/he is authorized by Customer to change Customer's voice services provider for the telephone numbers listed on the attached page(s).

By: _____
Authorized Signature
Date: _____
Name and Title: _____
(please type or print)

Endorsing this Letter of Agency will result in a provider change.

Attachment C-3 – Letter of Authorization
Letter of Authorization

Customer Name ("Customer"): _____

Billing Telephone Number: _____

Service Address: _____

Building: _____ Suite: _____ Floor: _____

Room: _____

City: _____ State: _____ Zip: _____

Current Local Service Provider: _____

Customer, through its authorized representative signing below, hereby authorizes Sprint and/or its agents acting on Sprint's behalf to access Customer's Customer Service Record (CSR) and related information from Customer's current telecommunications provider(s).

Name: _____

Signature: _____

Customer accepts and agrees to the following Use of Customer Proprietary Network Information provision:

Notice - Use of Customer Proprietary Network Information

As Customer's telecommunications provider(s) provide services to Customer, they develop information about the quantity, technical configuration, type and destination of services Customer uses, and other information found on Customer's bill ("CPNI"). Sprint is requesting access to CPNI in the possession of Customer's telecommunications provider(s). Customer's telecommunications provider(s) have the duty under federal law to protect the confidentiality of CPNI, and Customer has the right to control who uses it.

By signing this Letter of Authorization, Customer agrees that Sprint may use CPNI to offer Customer services of the type Customer already buys from Customer's telecommunications provider(s). Sprint will not provide CPNI to other companies, unless Customer authorizes Sprint to do so.

ATTACHMENT D
DOMESTIC SPRINT VOICE SERVICES
SERVICE LEVEL AGREEMENT (SLA)

1. POLICY

Sprint is committed to providing reliable, high-quality service with industry leading network reliability. If Customer experiences performance that does not meet the applicable metrics set forth in this SLA, Sprint will issue Customer the Service Credit(s) described below. Sprint Voice SLAs are applicable for US domestic Outbound WATS, Virtual Private Network (VPN) and Toll-free Services.

2. SERVICE DELIVERY COMMITMENTS

2.1 COMMITTED VOICE SERVICE AVAILABILITY

Sprint will maintain Voice Dedicated Access Facility (DAF) and Network Availability within any calendar month as detailed in Table 1 below.

Table 1: Committed Availability

| Coverage | Committed Metric | Outage Time | Service Credit |
|--|------------------|----------------------|---|
| End-to-end availability (DAF) | 99.9% | 44 minutes or more | 1.5 days of the monthly usage charged for the affected DAF during the month of the occurrence |
| POP-to-POP Sprint Network Availability | 100% | More than one minute | 1.5 days of the monthly usage charged for the affected DAF during the month of the occurrence |

2.2 GRADE OF SERVICE

Sprint will maintain Grade of Service for the Sprint voice network as detailed in Table 2 below.

Table 2: Committed Grade of Service

| Committed Metric | Blockage Equivalent | Service Credit |
|------------------|-----------------------------------|---|
| P.005 | ≤ 5 calls blocked per 1,000 calls | 1.5 days of the monthly usage charged for the affected DAF during the month of the occurrence |

2.3 MEAN TIME TO REPAIR

Sprint will maintain POP-to-POP Dedicated Access Facility Mean Time to Repair as detailed in Table 3 below.

Table 3: Committed Mean Time to Repair

| Service Type | Committed Metric | Service Credit |
|-----------------------|------------------|---|
| Dispatch not required | 4 hours | 1.5 days of the monthly usage charged for the affected DAF during the month of the occurrence |
| Dispatch required | 8 hours | 1.5 days of the monthly usage charged for the affected DAF during the month of the occurrence |

3. SLA PERFORMANCE COMPONENTS

Domestic Voice SLAs are calculated based on the performance of:

- (i) All Sprint voice transport Network components;
- (ii) Sprint-provided local access facilities used to access the Sprint voice transport Network; and
- (iii) Sprint-provided CSUs/DSUs/channel banks.

4. CHRONIC PROBLEM

Any Domestic voice service for which Sprint fails to meet the guaranteed Network Availability SLA for three consecutive months will be defined as a "Chronic Problem." Customer must notify Sprint in writing of a Chronic Problem. Sprint agrees to provide to Customer an action plan with respect to correction of such Chronic Problem within 15 days of receipt of Customer's notice. If the Chronic Problem has not been corrected within 45 days after Sprint's receipt of Customer's

notice, Customer may, within 30 days and upon written notice to Sprint, terminate the affected voice site only. The Agreement shall remain in full force and effect.

5. CREDIT PROCESS

To be eligible to receive SLA credits, Customer must:

- A. Report any suspected outage to the Sprint Service Management Center and open trouble ticket.
- B. Contact its Sprint Account Team in writing within 15 calendar days of occurrence of the problem if Customer believes that Sprint has failed to meet any SLA commitments.

Upon Sprint's verification that the actual performance during the measurement period failed to meet commitments stated above, Sprint will issue Customer a Service Credit per affected DAF as specified in the applicable tables in Section 2 above.

Because Mean-Time-To-Repair and Network Availability are two different ways of measuring the same interruption, Sprint will issue a service credit for the method which results in a greater credit.

6. MAXIMUM SERVICE CREDITS

6.1 MONTHLY SERVICE CREDIT

Service Credits issued in any month for Domestic Sprint Voice Services under this SLA or the combined cumulative total of any other Domestic Voice Services SLA under this Agreement will not exceed 5% of Customer's total monthly usage charges for the affected Domestic Voice Service or \$5,000, whichever is less. Sprint will only issue credit for one Service Level Agreement per DAF within the same month.

6.2 YEARLY SERVICE CREDIT

The combined cumulative total of Service Credits issued during a Contract Year under this SLA or the combined cumulative total of any other Domestic Sprint Voice Services SLA under this Agreement will not exceed 20% of Customer's Annual Usage Charges for the affected DAF.

7. EXCLUSIONS

The following conditions are specifically excluded from coverage under this SLA:

- A. Scheduled maintenance from 11:00 PM to 7:00 AM, local time where each customer site is located. (Sprint's scheduled maintenance is primarily non-Customer impacting and seamless to the Customer. The dynamic nature of the Sprint Voice Network allows for maintenance with very minimal impact to Customer's service. Of those rare occasions where an outage occurred, the average downtime has historically been 5-15 minutes. Sprint will attempt to minimize maintenance, and Sprint shall make reasonable efforts to notify Customer in advance of its target window for any major scheduled network event, such as a switch upgrade.)
- B. Failure of Customer-provided local access facilities used to access the network
- C. Failure of any components beyond customer's side of either the access provider demarcation or the CSU/DSU/channel bank if Sprint-provided
- D. Switched access facilities (exception: Network Outage Time caused by Sprint Network failures will be included)
- E. Failure of any components that Sprint cannot correct because customer is inaccessible or does not release the service(s) for testing and/or repair
- F. Troubles resolved as "No Trouble Found"
- G. Force majeure events
- H. Customer's negligence or willful misconduct or the negligence or willful misconduct of others authorized by Customer to use the Domestic Voice Services
- I. Outages of less than one minute
- J. Failure of any non-Sprint provided equipment on Customer premises

8. ELIGIBILITY/APPLICABILITY

This SLA is effective as of September 29, 2003, and applies to all Domestic Voice Service customers, except customers with non-standard configurations and in cases where a previous Domestic Voice Service SLA is incorporated in writing into a Sprint agreement. Sprint reserves the right to amend this SLA from time to time.

9. DEFINITIONS

A. Availability – percentage of time during a calendar month in which Voice Services are available for use by Customer, less no access and hold time, per Severity 1 and Severity 2 tickets in Sprint’s Trouble Reporting System for a particular Voice DAF.

B. Contract Year – the 12-month billing period commencing on the first day of the month after Customer’s Sprint Voice Services agreement is effective and each successive 12 month billing period.

C. DAF – Dedicated Access Facility

D. Grade of Service - Sprint’s Grade of Service (GoS) of P.005 indicates ≤ five calls blocked per 1,000 callers. The Sprint Account Team will measure, upon Customer request, the monthly GoS from Sprint internal switch performance reports.

E. Grade of Service Calculation Methodology

| |
|---|
| $\frac{\text{Total number of calls blocked during each busy hour}}{\text{Total number of calls during each corresponding busy hour}} = \text{Grade of Service}$ |
|---|

F. Mean Time to Repair – monthly average of the time taken between opening and restoring service for all Trouble Tickets designated as Severity 1 (S1) and Severity 2 (S2) in the Sprint’s Trouble Reporting System for a particular Voice DAF, less no access and hold time.

G. Mean Time to Repair Calculation Methodology

| |
|---|
| $\frac{\text{Sum of minutes between opening \& restoring of all S1 \& S2 trouble tickets during the calendar month}}{\text{Total number of trouble tickets during the calendar month}} = \text{Monthly MTTR}$ |
|---|

Note: calculation always assumes a 30-day calendar month.

H. Measurement Period – the period within one calendar month.

I. Network and DAF Availability Calculation Methodology

| |
|--|
| $\frac{(24 \text{ hours} \times 60 \text{ minutes} \times 30 \text{ days}) - \text{outage time (minutes)}}{(24 \text{ hours} \times 60 \text{ minutes} \times 30 \text{ days})} = \text{Network Availability}$ |
|--|

Note: calculation always assumes a 30-day calendar month.

J. Outage Time - time measured from opening a Sprint trouble ticket for a DAF until restoring service for the affected DAF, less no access and hold time, as recorded as a Severity 1 or Severity 2 condition in the Sprint Trouble Reporting System.

K. POP – Point of Presence

L. Severity/Priority 1 & 2 - Sprint has established a system for prioritizing service problems based on the severity of the problem reported. Considering the problem description, Service Management Center (SMC) Representatives determine and assign the severity at ticket entry. Severities normally remain constant through the duration of the ticket. The following guidelines apply:

- Severity 1/Priority 1: Critical Impact
 - Total out of service condition at multiple sites
 - Host line down
 - Circuit available for immediate intrusive testing (host site)

- Severity 2/Priority 2: Major impact
 - Remote site circuit/service down
 - One of multiple circuits down
 - Inability to use VPN on-net services
 - Circuit available for immediate intrusive testing (remote site)

M. Ticket Open and Ticket Restore - A trouble ticket is deemed open when the appropriate Sprint personnel receive notification of a trouble. A ticket is deemed restored when the repair agency restores the service and confirms with the

customer. No access time is considered during those periods of time when Sprint has no access to the site and/or personnel at the site. Hold time is the amount of time between the time the customer is notified of the repair and the time when the ticket is closed.

N. Service Credit – one day of credit is equal to 1/30 of the monthly usage charged for voice services on the affected DAF during the month of the occurrence. Calculation always assumes a 30-day calendar month. N-days service credit is equal to 1-day service credit multiplied by N, where N is the number of days of credit. Note: In cases where Customer utilizes multiple Sprint Voice Services on a DAF, credit will be given based on the usage charged for the affected service(s), e.g., if both Toll-free and VPN calls are carried on one DAF and only the Toll-free service is negatively affected, the credit will be calculated based solely on the Toll-free usage charged on that DAF during the month of the occurrence.