

EMERGENCY RESPONSE TEAM GO-KIT PRODUCT ANNEX

The following terms and conditions in this Emergency Response Team Go-Kit Product Annex ("Go-Kit Annex"), together with the applicable Sprint service Agreement ("Agreement"), govern Sprint's provision and Customer's use of the Emergency Response Team Go-Kit ("ERT Go-Kit™"). Terms not otherwise defined in this Go-Kit Annex will have the meanings set forth in the Agreement.

1. **ERT GO-KIT PROGRAM.** Sprint developed the Emergency Response Team Go-Kit Program ("ERT Go-Kit Program") to provide customized short-term communication solutions for those organizations involved in business continuity, disaster relief, recovery operations and pre-planned events. ERT Go-Kits consist of pre-activated Sprint phones, 3G/4G data cards, other Sprint devices and/or ruggedized Storm Cases™ as ordered by Customer.
2. **PROGRAMMING.**
 - 2.1 Sprint will program wireless devices pursuant to Customer's reasonable requirements prior to shipping the ERT Go-Kits. Customer must provide the programming requirements to Sprint (in electronic form as prescribed by Sprint) no later than 14 days prior to shipment of the ERT Go-Kits to Customer. If Sprint does not receive programming requirements at least 14 days prior to shipping, Customer's order will be deemed incomplete, and Sprint will not process Customer's ERT Go-Kits until Sprint receives Customer's programming requirements.
 - 2.2 Sprint will program the devices one-time at no cost prior to the initial shipment of the ERT Go-Kits to Customer. If Customer requests re-programming, or a change in programming, prior to shipment, then the shipment date may be delayed and an additional \$10.00 per device processing fee will apply.
 - 2.3 Upon shipment of the ERT Go-Kits, all additional or future programming needs will be the sole responsibility of Customer. At Customer's request, and in Sprint's sole discretion, Sprint may reprogram wireless devices after the ERT Go-Kits have been shipped to Customer, however, Customer will be required to return the wireless devices to Sprint at Customer's expense and pay an additional reprogramming fee to Sprint.
3. **CUSTOMER SERVICE.** Each wireless device in an ERT Go-Kit is active and ready for immediate use when shipped to Customer. If Customer experiences any service problems and requires assistance, Customer may contact Sprint's ERT Hotline 24 hours per day, 7 days per week, 365 days per year at 888-639-0020 (or 254-295-2220 for Government Emergency Telephone System ("GETS") users).
4. **DAILY USAGE AND FEES.** In addition to the monthly recurring charges ("MRCs") for each wireless device in the ERT Go-Kits, the following fees and charges will apply:
 - 4.1 Customer may request international calling capability by contacting Sprint's ERT Hotline at 888-639-0020 (or 254-295-2220 for GETS users). Additional MRCs and per minute international rates for usage (based on country called) will apply. For more information on international capabilities, see www.sprint.com/international.
 - 4.2 If Customer requests that Sprint load additional applications to the wireless devices, a one-time application configuration and loading fee per device will apply.
 - 4.3 Notwithstanding any other terms of the Agreement, and as determined in Sprint's sole discretion, Customer may receive a separate bill for Products and Services provided as part of the ERT Go-Kit Program.
 - 4.4 The pricing set forth in this Go-Kit Annex does not reflect applicable taxes, fees or surcharges. Customer will not be responsible for payment of any tax to the extent that Customer demonstrates a legitimate exemption under applicable law.
5. **LOCATION BASED SERVICES.** Upon Customer's request, and prior to original shipment of the ERT Go-Kits, Sprint will configure the wireless devices to include Customer's preferred Location Based Services, if any. Sprint or third-party providers may assess additional fees for certain Location Based Services, including the Application purchase price, Application-loading fees, and MRCs.
6. **RETURN OF ERT GO-KITS.** Notwithstanding the terms described in the Agreement, sales of ERT Go-Kits and the included wireless devices are final upon shipment to Customer. Sprint reserves the right, in its sole discretion, to accept returns of any ERT Go-Kits and related wireless devices on a case-by-case basis within 30 days of Customer's receipt of such equipment. Customer will be responsible for all shipping and processing charges related to any returns of ERT Go-Kits and wireless devices.
7. **EXIT FROM ERT GO-KIT PROGRAM.**
 - 7.1 ERT Go-Kits purchased by Customer may be removed from the ERT Go-Kit Program at any time upon written notice to Sprint, whereby all wireless devices included in the applicable ERT Go-Kit(s) will no longer be subject to the ERT Go-Kit Business Plan. Any monthly recurring charges or usage fees paid by Customer pursuant to the ERT Go-Kit Program prior to the date of termination will not be refunded by Sprint either in whole or in part. Upon exit from the ERT Go-Kit Program, any previously reserved telephone numbers and Sprint Direct Connect numbers may be disconnected immediately and will no longer be available for reassignment by Customer.

7.2 Once Customer has fully exited ERT Go-Kit Program, a three month waiting period will be required prior to Customer reentering the ERT Go-Kit Program. Sprint reserves the right, in its sole discretion, to allow re-entry of wireless devices into the ERT Go-Kit Program prior to the three month waiting period on a case by case basis. Further, upon reentering the ERT Go-Kit Program, Customer will be required to pay monthly recurring charges for any wireless products purchased as part of the ERT Go-Kit Program.

8. **PURCHASE ORDERS.** Customer must send all ERT Go-Kit Orders to Sprint's Emergency Response Team by email, at: ETRRequests@sprint.com; or facsimile at: 913-523.2097. Credit card authorization forms can only be delivered to Sprint via facsimile, U.S. Mail or overnight courier (not via email). Customer will pay all shipping costs for ERT Go-Kits and related wireless devices as described on Customer's invoice. In all other respects, with the exception of returns described in Section 6 above, Customer purchases and Orders will be subject to the terms of the Agreement.

9. **TRAINING.** Sprint will provide to Customer training regarding the ERT Go-Kits and Sprint wireless Products and Services, as mutually agreed by the parties. Sprint may charge Customer for such training.

10. **ERT GO-KIT VOICE AND DATA RATE PLANS.**

10.1 Customer may select from the voice and data Business Plans listed in this Go-Kit Annex. Unless otherwise noted in the terms of the applicable Business Plan, pricing in this Go-Kit Annex reflects net pricing and no further promotions, special offers or other discounts will apply. The discounts set forth in the applicable Agreement or any attachments thereto do not apply to the pricing set forth in this Go-Kit Annex.

10.2 **ERT Go-Kit Equipment Pricing.**

ERT Go-Kit Device Pricing		
Item	Unit Price	Details/Comments
Sprint basic/feature phone	TBD	Company's Sales Representative to provide price. Please refer to Customer's Master Service Agreement for any minimum service term.
Smartphone with no minimum service term	75% of MSRP	Company's Sales Representative to provide price.
Mobile Broadband Data Card (3G, 3G/LTE or LTE)	TBD	Company's Sales Representative to provide price.
Wi-Fi Hotspots/Mobile Hotspots	TBD	Company's Sales Representative to provide price.
Tablets	75% of MSRP	Company's Sales Representative to provide price.
Wireless Routers	TBD	Company's Sales Representative to provide price.
Router	TBD	Company's Sales Representative to provide price
Accessories – Batteries, car battery charger, headset, etc	TBD	Company's Sales Representative to provide price

ERT Go-Kit Storm Case Pricing		
Item	Unit Price ¹	Details/Comments
10 device Ruggedized Stormcase™ Suitcase Style w/o Wheels	\$220.00	Includes: Ruggedized Stormcase™ w/o wheels & foam inserts
30 Unit Ruggedized Stormcase™ with wheels	\$330.00	Includes: Ruggedized Stormcase™ with wheels, foam inserts & accessory containers
50 Unit Ruggedized Stormcase™ with wheels	\$375.00	Includes: Ruggedized Stormcase™ with wheels, foam inserts & accessory containers
36 Bay Battery Charger Customized Stormcase™	\$420.00	Includes: Ruggedized Stormcase™ with wheels, foam inserts, battery containers (does NOT include 36 bay charger)
Stormcase™ and/or Foam Customization Charge	\$350.00	Customization charge for non-standard handset/air card combinations and handsets that will not fit the three available foam types for the following handsets: monolith, flip-style, and Blackberry

¹ Stormcase™ pricing does not include phones, mobile broadband devices, hotspots, tablets or accessories.

10.3 ERT Go-Kit Monthly Recurring Charges and Fees.

ERT Go-Kit Monthly Recurring Charges and Fees		
Service / Business Plan	MRC or Unit Price	Includes/Comments
Monthly ERT Go-Kit Plan (Feature Phones: 3G service for Mobile Broadband Devices, Tablets and Hotspots)	\$6.25 MRC	Processing fees, at-the-ready plan, 24x7x365 live ERT support hotline, dedicated ERT deployment manager, customized phonebook programming, labeling and charging of your devices prior to shipping ERT Go-Kit (one time cost included). Customers using grant funding may request to pay MRC one-year in advance (\$75.00/unit/year).
4G LTE Data Monthly add-on for Mobile Broadband Devices, Tablets and Hotspots	\$2.00 MRC	Data service add-on charge if adding 4G LTE service. \$2 per month is in addition to your 3G ERT Go-Kit MRC of \$6.25 (i.e. \$6.25 MRC + the \$2 4G LTE data = \$8.25 MRC/billing cycle/device). Customers using grant funding may request to pay MRC one-year in advance (\$99.00/unit/year).
Monthly ERT Go-Kit Smartphone Plan (Android and iPhone)	\$10.00 MRC	Processing fees, at-the-ready plan, 24x7x365 live ERT support hotline, dedicated ERT deployment manager, customized phonebook programming, labeling and charging of your devices prior to shipping ERT Go-Kit (one time cost included). Customers using grant funding may request to pay MRC one-year in advance (\$120/unit/year).
Sprint Direct Connect Plus Monthly add-on for SDC Plus enabled devices (includes unlimited 1:1 Direct Connect, Group Connect and Broadcast Calling)	\$2.50 MRC	Sprint Direct Connect Plus add-on service to Sprint Direct Connect Plus enabled devices. \$2.50 per month is in addition to your 3G ERT Go-Kit MRC of \$6.25 (i.e. \$6.25 MRC + the \$2.50 Sprint Direct Connect Plus = \$8.75 MRC/billing cycle/device). Customers using grant funding may request to pay MRC one-year in advance (\$105/unit/year).
ERT Go-Kit Processing	\$0.00 (at the initial sale and prior to receiving ERT Go-Kit)	Inventory and kitting of Devices/Accessories is included for free at the time of initial sale and prior to Customer receiving ERT Go-Kit
ERT Go-Kit Re-Programming Fee (if applicable)	\$10.00 (see comments)	Programming is done one time only for free at the time of initial sale. If Customer changes programming requirements prior to shipment but after the programming of the devices has been completed, the shipment date will be delayed and Sprint ERT will charge an additional \$10 processing fee per device.

		Upon shipment of the ERT Go-Kits, all additional or future programming needs becomes the responsibility of Customer. Sprint ERT will not make any programming changes after the Devices have been shipped.
One-Time Application Loading Fee (Optional)	\$25.00	One Time Application Registration and Set Up Fee per unit/handset. Only required with optional Location Based Services (LBS) and other data applications offering. – see www.sprint.com for a full list of available applications. One-Time application fee will apply if Customer would like application of choice configured by ERT at time of initial sale and prior to Customer receiving ERT Go-Kit

ERT Go-Kit Daily Usage Fees		
Service	Usage Fee	Details/Comments
Sprint Direct Connect. Talkgroup SM or Group Connect [®]	\$.06/minute/user*	Domestic Private & Group Connect* billed monthly based on usage. (*Talkgroup SM or Group Connect [®] minutes are multiplied by the number of users in a Talkgroup) <i>Customers using Sprint Direct Connect Plus \$2.50 MRC add-on for SDC Plus enabled devices includes unlimited Direct Connect, Group Connect and Broadcast Calling</i>
Nationwide Sprint Network Voice Calling	\$.06/minute	Domestic voice (including Domestic Long Distance); billed monthly based on usage. <i>For access to international calling and international rates, please contact ERT</i>
Feature Phone Data	\$.50/MB	Billed monthly based on usage.
Text Messaging	\$.00/text message	Free Unlimited Text Messaging.
Mobile Broadband, Hotspot, Tablet and Smartphone Data	\$.25/MB	Billed monthly based on usage (mobile broadband, hotspot, tablet and smartphone data usage not to exceed \$150/billing cycle/device).