

**FIRST AMENDMENT TO
GOVERNMENT WIRELESS SERVICES AGREEMENT
#BSG0910-0345r4 (RFP 10-12E)**

This First Amendment (BSG1205-0925) is made to the Government Wireless Service Agreement #BSG0910-0345r4 (RFP 10-12E) between **SPRINT SOLUTIONS, INC. as contracting agent on behalf of the applicable Sprint affiliates providing the Products and Services** ("Sprint" or "Nextel") and the **SCHOOL BOARD OF ST. LUCIE COUNTY** ("Customer"), signed by Customer on January 22, 2010 and Sprint on January 20, 2010 (the "Agreement").

The following modified and added terms and conditions are made a part of the Agreement effective on the first day of the first billing month after this Amendment is signed by Sprint and Customer ("First Amendment Commencement Date").

To facilitate contract administration, the parties agree that Sprint Solutions, Inc. may sign on behalf of the Sprint and Nextel entities providing the Products and Services. Sprint Solutions, Inc. represents and warrants that it has the requisite authority to sign on behalf of, and bind, the applicable Sprint and Nextel entities that are parties to the Agreement. The Sprint affiliated entity providing the Products and Services will be identified in the applicable pricing attachment.

Sprint and Customer agree as follows:

1. **The Agreement is amended by modifying Attachment A-2, Section 2 ("SPRINT VOICE AND DATA RATE PLANS"), subsection 2.7("Sprint Voice Plan Add-Ons") by adding the following new items B, C, and D to read as follows:**

B. Sprint Data Add-Ons

Data Plan	MRC
Sprint Data Pack	\$15
Sprint Data Premier (requires Sprint Data Pack)	\$10
Sprint PRO Pack	\$30
Sprint Business Application Data Plan	\$10

- (1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (2) The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.
- (3) Good™ For Enterprise may be added to the Sprint PRO Pack for an additional \$20 MRC.
- (4) The Sprint Business Application Data Plan requires a Sprint business application.

- C. Sprint Premium Data is required to be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC.

Data Plan	MRC
Sprint Premium Data	\$10*

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Sprint Premium Data is required on certain Smartphones and eligible Business Plans that may vary by device. Customer may contact its Sprint Account Representative for details.

- D. **Sprint Mobile Hotspot.** Sprint Mobile Hotspot may be added for an additional MRC. Sprint Mobile Hotspot requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Pro Pack. Sprint Mobile Hotspot is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot usage is separate from underlying plan usage.

MRC	\$29.99*
Data Services limitation in Gigabytes ("GB")	5 GB
Overage charges for additional data Services usage above 5 GB/month	\$0.05 per MB ¹
Data Roaming limitation in Megabytes ("MB")	300 MB
Overage charges for additional data Roaming usage above 300 MB/month	\$0.25 per MB ¹

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

¹ If Customer's data usage in a given month exceeds the Data Services limitation or the Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds the Data Services limitation and the Data Roaming limitation.

2. The Agreement is amended by modifying Attachment A-2, Section 2 ("SPRINT VOICE AND DATA RATE PLANS"), to include a new subsection 2.10("Sprint Business Essentials® with Messaging and Data") as follows:

2.10 Sprint Business Essentials® with Messaging and Data

	Sprint Business Essentials with Messaging and Data 0	Sprint Business Essentials with Messaging and Data 400	Sprint Business Essentials with Messaging and Data 1000	Sprint Business Essentials with Messaging and Data 1400	Sprint Business Essentials with Messaging and Data 2000	Sprint Business Essentials with Messaging and Data 3000	Sprint Business Essentials with Messaging and Data 4000
MRC	\$55.00	\$69.99	\$89.99	\$109.99	\$129.99	\$179.99	\$229.99
Anytime Minutes	0	400	1000	1400	2000	3000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint® Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Data Access	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
GPS Navigation	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- A. Additional Lines for Pooling require the purchase of a Sprint Business Essentials Plan with Anytime Minutes.
- B. Roaming charges are included on the Nationwide Sprint Network.
- C. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.
- D. Unlimited Messaging includes text, picture, and video messages.
- E. Unlimited Data includes:
 - (1) Email - Sprint Mobile Email, Sprint Mobile Email-Work, Microsoft Direct Push technology via ActiveSync, Versamail, or BlackBerry® Internet Service (BIS). BlackBerry Enterprise Service (BES) can be added for an additional MRC.
 - (2) Mobile Web, Music Premier, TV Premier (excludes premium channels).

3. The Agreement is amended in Attachment B, Section 7 ("WIRELESS SERVICE LIMITATIONS") by adding new subsection 7.9 as follows:

7.9 Technology Evolution.

- A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its Networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. In such event, Sprint will undertake such replacement efforts in a customer-focused and commercially reasonable manner and will, throughout the process, provide its customers with periodic updates that provide relevant information.

B. As part of such technology evolution, Sprint reserves the right to migrate Customer from Products activated on the Nextel National Network to either a Sprint® Direct Connect® push-to-talk (“PTT”) Product, or a Customer-selected non-PTT Product, that runs on the Nationwide Sprint Network. Sprint will begin coordinating migration schedules with affected customers after the new technology becomes available, but Sprint intends to give at least 6 months prior notice before there is a complete shut-down of the Nextel National Network. Because there may be at least 6 months prior notice, in many instances Customer should have the ability to upgrade its existing devices to new or replacement devices under the then effective and applicable Sprint handset upgrade program. If Customer has any devices that are not eligible for upgrade under this handset upgrade program, the parties will discuss an alternative process for replacement of devices with devices that are compatible with the replacement technologies. If Sprint exercises its right to migrate Customer to a new technology under this provision, upon completion of such migration, the terms and provisions of the Agreement related solely to the Nextel products and services will terminate. In addition, the parties recognize that they may need to amend the Agreement to add new terms related to such successor technologies.

4. All other terms and conditions in the Agreement, not amended above, will remain in effect. Alterations to this First Amendment will not be valid unless accepted in writing by a Sprint officer or authorized designee. To become effective, this First Amendment must be signed by a Customer representative; delivered to Sprint; and signed by a Sprint officer or authorized designee.

SCHOOL BOARD OF ST. LUCIE COUNTY

SPRINT SOLUTIONS, INC.

as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services

By: _____
Authorized Signature

By: _____
Authorized Signature

Date: _____

Date: _____

Name and Title: _____
(please type or print)

Name and Title: Michaela Clairmonte – Manager,
Contract Negotiations & Management
(please type or print)

Address: _____

Address: 12502 Sunrise Valley Drive
Reston, VA 20196

Sprint – Approved as to Legal Form
HRF 26 June 12

