

**END USER AGREEMENT
FOR
WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICES
CW05-02**

THIS END USER AGREEMENT (hereinafter the "Agreement") is entered into this 28th day of January, 2010 (hereinafter the "Effective Date") by and between Sprint Solutions, Inc., d/b/a Sprint with a mailing address c/o Sprint at 2001 Edmund Halley Drive, Reston, VA 20191 (hereinafter referred to as "Contractor"), and Fort Bend County with an office at 4520 Reading Rd., Suite A Rosenberg, TX 77471 (hereinafter the "END USER"), under the Houston-Galveston Area Council of Governments ("H-GAC") Contract for Wireless Telecommunications Equipment and Services No., CW05-02 dated June 1, 2005 (hereinafter the "H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to H-GAC End User participants who have entered into an Interstate Interlocal Contract, including but not limited to, departments, agencies, authorities, commissions, boards, counties, cities, townships and other political subdivisions. End User and Contractor are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

1. Authority to Purchase. By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. End User agrees upon Contractor's request to furnish Contractor with documentation to demonstrate the End User is authorized to participate under the H-GAC Contract pursuant to an Interlocal Contract with H-GAC.

2. Equipment and Services. Upon execution by the Parties of this Agreement, and confirmation of End User's authorization as provided in Section 1 above to Contractor's satisfaction, the End User shall be authorized to submit purchase orders for the purchase of Contractor's Equipment and/or Services. The End User acknowledges and agrees that all purchase orders for Equipment and Service issued by the End User pursuant to this Agreement are subject to the terms and conditions of Attachment A and Exhibit B to the H-GAC Contract. Any terms and conditions contained in a purchase order or in any acknowledgment or acceptance of a purchase order that are inconsistent with, or in addition to (except as required by law) the terms and conditions of this Agreement shall be null and void. In the event of a conflict between this Agreement and the H-GAC Contract, the terms and conditions of the H-GAC Contract shall have precedence, excluding Section 6 herein which shall have precedence over the terms and conditions of the H-GAC Contract.

3. Additional Equipment and Services. Upon execution of this Agreement, the END USER has the option to purchase additional equipment and services that are offered by third-party vendors, through this Agreement as permitted under the H-GAC Contract ("Additional Equipment and Services"). The Additional Equipment and Services may be invoiced separately from Contractor's Equipment and Services. By execution of this Agreement, the End User acknowledges the following: (i) agrees that all orders for Additional Equipment and Services are subject to the assigned third party vendors' terms and conditions ("Vendor's Terms and Conditions") incorporated by reference to the H-GAC Contract and (ii) Sprint nor H-GAC are responsible for the Additional Equipment and Services provided by the third-party vendor. Notwithstanding the foregoing, the Vendor's Terms and Conditions shall not supercede the terms and conditions of the H-GAC Contract.

4. Discount. END USER will receive a 23% wireless service pricing discount for all Active Units under this Agreement (the "Discount"). If the State of TX (the "State") shall have a separate wireless services agreement with Contractor, the Discount shall not exceed the State's discount. If the Contractor

2-24-10 copy received

shall obtain a wireless service agreement with the State after the Effective Date and the State's discount is lower than the Discount, Sprint reserves the right to adjust the Discount."

5. Term. The term for which Services shall be provided by Contractor shall commence on the Effective Date and continue for a period of 24 months (Minimum of 12) from the Effective Date. Thereafter, this Agreement shall automatically renew for an additional one-year period unless either Party notifies the other in writing at least 30 days prior to the end of the initial 12-month period. Upon expiration of this Agreement, the Parties may agree to extend this Agreement as mutually agreed by the Parties provided that the H-GAC Contract is still in effect. Notwithstanding the foregoing, in the event that the H-GAC Contract terminates for any reason or expires, and this Agreement is still in effect, this Agreement will continue pursuant to its terms for the stated duration pursuant to the terms set forth in Attachment A to the H-GAC Contract.

6. Termination. END USER may terminate this Agreement for convenience, in whole or in part, upon at least thirty (30) days prior written notice. In the event either party terminates this Agreement for any reason, END USER shall only be liable for equipment and service fees due up to and including the date of termination. END USER will have no responsibility for any damages related to early termination.

7. Incorporation by Reference. Attachment A to the H-GAC Contract as may be amended from time-to-time, including all Attachments and Exhibits and Exhibit B to the H-GAC Contract, is hereby incorporated by reference into this Agreement with the same force and effect as if it were given in full text.

8. H-GAC Not Liable for End User Purchases. Contractor and End User acknowledge and agree that End User shall be solely liable for all Equipment and Services ordered or purchased under this Agreement or any purchase order issued by the End User pursuant to this Agreement and in no event that H-GAC be liable for any End User's obligations hereunder.

9. Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles.

10. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, facsimile with correct answerback, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

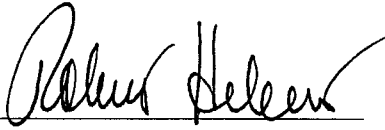
End User:
Fort Bend County
4520 Reading Rd., Suite A
Rosenberg, TX 77471
Attn: Debbie Kaminski
Purchasing Manager

Contractor:
Sprint Solutions, Inc.
2001 Edmund Halley Drive
Reston, VA 20191
Attn: Public Sector
Contracts Manager

11. Entire Agreement. This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

Fort Bend County

By: 

Name: Robert Hebert

Title: County Judge

Date: February 23, 2010

Sprint Solutions, Inc.

By: 

Name: MICHAELA CLAIRMONTE

Title: Contract Manager

Date: 2/18/2010