

**CONVERGED NETWORK SOLUTIONS AGREEMENT**  
**(Government Customer - Standard Version)**

This Converged Network Solutions Agreement ("**Agreement**") is dated as of the date the last Party signs this Agreement ("**Effective Date**") between Ft. Bend County ("**Customer**") and Sprint Solutions, Inc., as contracting agent on behalf of the applicable Sprint affiliated entities providing wireless telecommunications equipment and services ("**Sprint**"). Customer and Sprint may be referred to individually as a "**Party**" or collectively as the "**Parties**."

**BACKGROUND**

**A.** Sprint, through its affiliated entities, operates the Sprint PCS Network, using CDMA technology, and the Nextel National Network, using iDEN technology (collectively, the "**Networks**"), to provide wireless telecommunications services in certain geographic areas of the United States (collectively, the "**Services**"). Each wireless telephone or other access device that accesses the Networks and uses the Services is referred to as a "**Device**."

**B.** Customer is a state or local government entity or agency. 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.

**C.** Customer is a party to, or is otherwise authorized to purchase Services under State of Texas Contract # DIR SDD 611 between the State and Sprint dated November 19, 2007 (collectively, the "**Service Agreement**").

**D.** Sprint will install, operate and maintain the CNS Equipment (defined below) identified in this Agreement at Premises (defined below) as mutually agreed and as set forth in Exhibit A to this Agreement. CNS Equipment will include RF signal source equipment for Sprint's Networks and distributed antenna system equipment ("**DAS**") for the purpose of (i) enhancing the provision of the Services via interconnection between the DAS and Sprint's Networks, and (ii) allowing interconnection to the DAS by Public Safety services only via 700MHz (collectively, the "**CNS Equipment**"). CNS Equipment does not include any equipment provided to Customer pursuant to the Service Agreement or any other contract or agreement between the Parties.

**E.** Customer owns, leases or otherwise has the legal right to occupy the property located at 1420 Ransom Rd. Richmond, TX. 77469 ("**Customer's Property**"). The CNS Equipment will be at locations on Customer's Property as further identified in Exhibit A to this Agreement ("**Premises**"). The "Premises" will include riser, conduit and other space required for cable runs to connect the CNS Equipment and all necessary non-exclusive easements for vehicular and pedestrian access thereto, and for access to the appropriate source of electric, telephone and other utilities, in the discretion of Sprint. Capitalized terms that are not otherwise defined in this Agreement have the meaning defined in the Service Agreement. In the event of a conflict between this CNS Agreement and the Service Agreement, the terms of this CNS Agreement will control.

**AGREEMENT**

**1. Initial Term and Renewal Terms.**

**1.1. Initial Term.** The term of this Agreement begins on the Effective Date and ends Forty-Nine (49) months after System Acceptance (defined below) of the CNS Equipment system ("**Initial Term**"). Installation of the CNS Equipment is complete when Customer accepts the CNS Equipment in accordance with Sprint's standard system acceptance criteria ("**System Acceptance**"). At Customer's request, Sprint will provide a copy of its standard system acceptance criteria.

**1.2. License Renewal Term.** Upon expiration of the Initial Term, with respect to the Purchase Commitment (defined below), Sprint will have the option to continue operating and maintaining the CNS Equipment at the Premises for up to 5 years (the "**License Renewal Term**"). During the License Renewal Term, Sprint will be responsible for the cost of electric service necessary for the operation of the CNS Equipment.

**2. Responsibilities of Customer.**

**2.1. Purchase Commitment.** During each year of the Term, Customer agrees to purchase, activate or maintain in a service fee generating status, a minimum of Seven Hundred Fifty (750) Devices ("**Purchase Commitment**"). Customer's obligation to fulfill the Purchase Commitment begins 6 months after System Acceptance and continues in every year thereafter during the Term of this Agreement (but not during a License Renewal Term). At any time during the Term of this Agreement, Customer may retire its Purchase Commitment obligation by paying the Capital Recovery Fee. In order to contribute toward fulfillment of the Purchase Commitment, Customer's purchase of Services must meet the following requirements:

**2.1.1.** For all Devices subject to the Purchase Commitment, Customer must purchase a minimum monthly average of \$54.00 of Service per Device; and

**2.1.2.** Each Device subject to the Purchase Commitment must be activated under Customer's billing account number ("**BAN**") 176318026 and Customer's ID number GLLTX\_STX.

**2.2. Shortfall Fee.** In any year in which Customer does not satisfy the Purchase Commitment as set forth in Section 2.1 above, Customer agrees to pay a shortfall fee equal to: (i) the number of Devices listed in the Purchase Commitment, less (ii) the number of Devices that count toward fulfillment of the Purchase Commitment, multiplied by (iii) \$54.00 ("**Shortfall**").

**Fee**"). Purchases of Service in excess of the Purchase Commitment in a particular year may not be applied retroactively or to any future year in which Customer fails to fulfill the Purchase Commitment. Sprint may invoice Customer for any Shortfall Fee, and Customer agrees to pay such invoice in accordance with the payment terms under the Service Agreement. Beginning on the Effective Date, once Sprint has received from Customer Service fees in excess of \$1,984,500.00, Sprint will no longer calculate or assess a Shortfall Fee.

2.3. **Capital Recovery Fee.** Except for a termination under Sections 11.1, 11.2, 11.4, 11.5, 11.6, 12.1 or 12.3, if this Agreement is terminated prior to the end of the Term, Customer agrees to pay to Sprint a termination fee within 30 days of termination equal to: (i) the number of Devices subject to the Purchase Commitment, multiplied by (ii) \$54.00, multiplied by (iii) the number of months remaining in the Term of this Agreement after the termination date ("**Capital Recovery Fee**"). Sprint may invoice Customer for a Capital Recovery Fee, and Customer agrees to pay such invoice in accordance with the payment terms under the Service Agreement. Beginning on the Effective Date, once Sprint has received from Customer Service fees in excess of \$1,984,500.00, Sprint will no longer calculate or assess a Capital Recovery Fee.

2.4. **Notice to Vacate.** Customer will give Sprint at least 90 days' advance written notice of its intent to vacate Customer's Property. Sprint will have no obligation to transfer, install, operate or maintain the CNS Equipment at any Customer properties or premises other than those set forth in this Agreement.

2.5. **Reimbursement.** Customer will reimburse Sprint for the reasonable costs necessary to repair or replace the CNS Equipment as a result of damage caused by Customer's negligence, intentional acts or omissions.

2.6. **Access to Premises.** Customer will provide Sprint with escorted access to the Premises during Customer's normal business hours and at other times as mutually agreed by Customer and Sprint as required by Sprint to install, operate, remove and maintain the CNS Equipment. Customer will provide Sprint with a contact telephone number to call twenty-four hours a day; seven days a week to arrange for emergency access to the Premises, and Customer will use commercially reasonable efforts to provide Sprint with prompt access to the CNS Equipment for emergency repairs. Customer will provide Sprint with prior written notice of all reasonable security procedures and requirements for access to the Premises that are relevant to Sprint's installation, operation, and maintenance of the CNS Equipment.

2.7. **Access to CNS Equipment.** Customer will use commercially reasonable efforts to prevent unauthorized persons from accessing, altering, removing, tampering with or attempting to repair the CNS Equipment, including any third party vendors or contractors Customer engages to perform work at the Premises.

2.8. **Third Party Permits.** Customer will obtain any third party consent or authorization required at Customer's Property or the Premises necessary for the installation and operation of the CNS Equipment.

2.9. **Utilities.** Customer, at its expense, will provide Sprint with electric service for immediate hook-up as required for installation and operation of the CNS Equipment.

2.10. **Marketing.** During the Term, Customer will allow Sprint to: (i) display at the Premises, "Enhanced Coverage Zone" window decals, or decals with similar messages, and (ii) reference Customer in case studies for use in marketing Sprint's enhanced service coverage offerings. Additionally, Sprint and Customer will cooperate in good faith to develop other mutually acceptable marketing activities to promote Sprint's products and services.

2.11. **DAS Description.** The DAS which is part of the CNS Equipment is more further detailed in the applicable Statement of Work, but generally consists of the equipment necessary for the distribution of RF signal through a structure. A DAS does not include any RF signal source equipment which is installed by Sprint to interconnect its Networks with the DAS. For purposes of example only, the following description provides an overview of the type of equipment that may be installed. The RF Source Equipment is a component of the CNS Equipment with title vesting and remaining with Sprint. The RF Distribution Equipment generally comprises the equipment used to install the DAS.

a. **RF Source Equipment.** Sprint will deploy either a Base Transceiver Station(s) ("**BTS**") to generate dedicated CDMA and/or iDEN service, or over-the-air repeaters, also known as bi-directional amplifiers ("**BDA**"), to extend existing CDMA and/or iDEN macro service inside. The equipment will interface with the distributed antenna system at the demarcation point.

2.11.1. The BTS equipment will require dedicated T-1 service and access to the roof for GPS antennas.

2.11.2. The repeaters or BDA will require access to the exterior of the building, generally the roof, for donor antenna placement in a location with line of site to the macro network towers.

b. **RF Distribution Equipment.** The hybrid fiber/coax distributed antenna system is the distribution mechanism for delivery of the Sprint RF signal(s) to users. The distributed antenna begins at the demarcation point within a main hub, which will be co-located with the RF source equipment. The demarcation point occurs where the RF source equipment interfaces with the distributed antenna system and the RF signal is converted to an optical signal. The main hub will be connected to remote hubs via continuous fiber. The remote hubs are strategically placed in approved locations and convert the optical signal to RF signal. The RF signal is routed to multiple antenna points via coax cable. The antennas are placed in a strategic fashion to meet the service level requirements based on the predicted coverage area.

2.12. **Maintenance.**

a. **Maintenance Agreement.** Customer will enter into a separate maintenance and monitoring agreement ("**Maintenance Agreement**") with a Sprint approved third party DAS vendor ("**Third Party Vendor**") to provide for the operation, maintenance and monitoring of the DAS and be responsible for administering and monitoring the integration of any third party Permitted Interconnector (as defined in section 2.16(a) below) with the DAS at Customer's expense. Should customer fail to maintain a maintenance agreement, Sprint reserves the right to unplug and or remove Sprint's CNS equipment from the DAS. Should this occur, all additional terms of this agreement shall still remain in force for the term of the agreement.

b. **Operation and Maintenance.** Customer will operate and maintain the DAS within design guidelines and provide necessary connectivity to the DAS for the CNS Equipment during the Initial Term and all Renewal Terms. Customer will enter into a Maintenance Agreement with a Third Party Vendor to provide ongoing monitoring and maintenance of the DAS at Customer's expense.

c. **Disconnection.** In the event Customer or Customer's Third Party Vendor requires temporary disconnection of the CNS Equipment from the DAS in order to perform DAS maintenance or repair, or to assess possible interference, Customer or the Third Party Vendor shall contact the Sprint CNS Care Group at 1-888-206-3585 to coordinate dispatch of Sprint resources to the site to perform the disconnection.

2.13. **Third Party Permits.** Customer will provide documentary evidence of any required third party consent or authorization as reasonably requested by Sprint necessary for the installation and operation of the CNS Equipment at the Premises.

2.14. **Utilities and Connectivity.** Customer, at its expense, will provide Sprint with electric service for immediate hook-up as required for installation and operation of the CNS Equipment (inclusive of the DAS). Customer acknowledges and agrees that Sprint's obligation to install the DAS is contingent on appropriate utilities, including electric service, being available at the Premises. At all times prior to System Acceptance, Customer will provide broadband connectivity (such as DSL, cable modem, etc.) for the installation, maintenance and monitoring of the DAS. Customer will be responsible for any monthly recurring cost associated with providing the necessary broadband connectivity.

2.15. **License to DAS.** Customer grants Sprint an irrevocable, exclusive license to: (i) at least 6 strands of the fiber to each active DAS component location that Sprint will be deploying in connection with the DAS installation; (ii) sufficient space within the telecommunications remote cabinet to allow Sprint to interconnect the RF Source Equipment component of the CNS Equipment for both the Nextel National Network and the Sprint Nationwide Network; and (iii) sufficient space at the Premises to install the DAS.

2.16. **Customer Responsibility for Other Permitted Parties Accessing the DAS.** Customer understands and agrees that:

a. **Permitted Parties Accessing the DAS.** In accordance with the SOW, the DAS is being configured to allow for interconnection by Public Safety services utilizing the 700 MHz frequency ("**Permitted Interconnectors**") and no other FCC licensed mobile service carriers are authorized to interconnect with the DAS;

b. **Signal Source.** Each Permitted Interconnectors is responsible for providing its own signal source (via repeater, BTS or otherwise) and obtaining any access required (broadband or otherwise) in connection with the provisioning of its signal source;

c. **Shelter and Power.** Each Permitted Interconnector is responsible for ensuring that it has adequate shelter and power;

d. **Permitted Interconnector Equipment.** Each Permitted Interconnector is responsible for purchasing its own specific equipment necessary for the interconnection and provision of signal source to the DAS and may be responsible for entering into a separate maintenance agreement with the Third Party Vendor when it integrates with the DAS;

e. **Interference.** Customer will be responsible for mitigating any interference issues arising with respect to the DAS or caused by any other FCC licensed mobile carrier or public safety transmissions; and the Customer and Third Party Vendor in conjunction with the Permitted Interconnector causing interference are responsible for correcting interference issues; and

f. **Troubleshooting.** Customer will be responsible for triaging and troubleshooting all DAS related issues. Customer will contact the Third Party Vendor customer support for all services not directly provided by Sprint, including the DAS infrastructure, or other applications and services issues related to the Permitted Interconnectors. Customer will promptly notify CNS Care if an issue is identified as relating to the CNS Equipment or Devices activated under this Agreement.

3. **Responsibilities of Sprint.** Sprint agrees to carry out the following responsibilities:

3.1. **Installation.** Install the CNS Equipment in accordance with this Agreement, including the Statement of Work attached as hereto as Exhibit A ("**Statement of Work**").

3.2. **Utilities.** Be responsible for any monthly recurring cost of any T-1 telecommunications lines necessary for the operation of the CNS Equipment. Customer acknowledges and agrees that Sprint's obligation to install, operate and maintain the CNS Equipment is contingent on appropriate utilities, including electric service and a T-1 telecommunications line, if applicable, being available at the Premises.

3.3. **Operation.** Operate and maintain the CNS Equipment in accordance with this Agreement and in a manner that will not unreasonably disturb Customer's occupancy.

3.4. **Training.** Within 30 days after System Acceptance, provide a reasonable level of training to a mutually agreed upon number of designated Customer employees to enable such employees to provide customer support to Customer's end users of the Devices and Service. Sprint will provide such training using its standard course materials and methods.

3.5. **Notice.** Provide Customer with 10 days' advance notice of planned CNS Equipment outages for maintenance or repair purposes.

3.6. **Support.** Provide customer support for the CNS Equipment through the Sprint CNS Care group, which can be reached by calling 1-888-206-3585.

3.7. **Compliance.** Comply with all applicable laws relating to its use of the Premises and with all reasonable security procedures and requirements for access to the Premises.

4. **License and Use.** Customer grants Sprint a license to install, operate, maintain and remove the CNS Equipment at the Premises. Customer agrees to provide Sprint with sufficient floor space as required for the proper installation of the CNS Equipment, as further described in the Statement of Work. Sprint, in its reasonable discretion, may replace, modify, upgrade and remove the CNS Equipment consistent with its obligations in the Statement of Work. All rights granted to Sprint under this Agreement are irrevocable until this Agreement expires or is terminated and Sprint has been provided the opportunity to remove the CNS Equipment as provided under the "Right to Remove CNS Equipment" section.

## 5. Customer Representations.

5.1. **Occupancy.** Customer owns, leases or otherwise has the legal right to occupy Customer's Property, and the Premises, and has all rights necessary to grant Sprint the access and license rights contained in this Agreement.

5.2. **Permission.** Customer has obtained or will obtain all necessary permission, consent and approvals required at Customer's Property and the Premises for Sprint's installation, operation and maintenance of the CNS Equipment.

5.3. **Suitability.** If Customer's Property and Premises and all improvements located thereon are determined to not be in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities applicable to Customer's and Sprint's use of the Premises as contemplated by this Agreement, Customer shall hereby release Sprint from any responsibility and/or liability that may ensue from such noncompliance.

5.4. **Hazardous Substances.** To the best of Customer's knowledge, Customer's Property and the Premises do not contain any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "**Hazardous Substance**"). Sprint will not introduce or use any Hazardous Substance on or within the Premises in violation of any applicable law. Customer will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Hazardous Substance discovered at or within Customer's Property and the Premises and agrees to indemnify, defend and hold harmless Sprint from any and all costs, damages, claims of liability or loss relating to any Hazardous Substance present at or within Customer's Property and the Premises unless the presence of the Hazardous Substance is directly caused by the activities of Sprint.

## 6. Title to CNS Equipment.

6.1. Customer will own the cabling (provided that 6 strands of fiber to each DAS active component location will be dedicated to Sprint for its current or future use as deemed necessary in Sprint's sole discretion), unless otherwise agreed to in writing by the Parties.

6.2. Ownership of the DAS component of the CNS Equipment will transfer to the Customer immediately upon System Acceptance with the RF Source Equipment remaining titled to Sprint. Upon transfer, Sprint will be deemed to convey the DAS to Customer in "as-is" condition.

6.3. Upon System Acceptance and transfer of title, Sprint will have no liability or obligation with respect to the operation, maintenance or monitoring of the DAS, or for resolving any interference related to the DAS or any other Permitted Interconnectors interconnected with the DAS.

## 7. Right to Remove CNS Equipment.

7.1. **Termination or Expiration.** If the CNS Agreement terminates or expires prior to System Acceptance, Sprint will have the right to (i) enter the Premises immediately and take possession of and remove the CNS Equipment, and (ii) pursue any other remedies available to Sprint at law or in equity.

7.2. **Restoration.** No later than 60 days following termination or expiration of this Agreement, Sprint must remove the CNS Equipment--except for cabling--and restore the Premises to substantially the same condition existing on the Effective

Date, except for ordinary wear and tear and damage due to casualty.

**7.3. Vacating Customer's Property.** At any time after receiving notification of Customer's intent to vacate Customer's Property as set forth in the "Notice to Vacate" section, Sprint will have the right to remove the CNS Equipment from the Premises.

**8. Assignment.** This Agreement may not be assigned by either Party without the other Party's prior written consent, which consent will not be unreasonably conditioned, withheld or delayed, except that each Party has the right to assign this Agreement, in whole or in part, to any of its subsidiaries, affiliates or a successor, or to any entity acquiring substantially all of its stock or assets. This Agreement binds, and inures to the benefit of, the successors and permitted assigns of the Parties.

## **9. Signal Interference.**

**9.1. Pre-Installation.** Sprint will use commercially reasonable efforts to mitigate signal interference with Customer's equipment and systems, which are installed at Customer's Property prior to the Effective Date, arising after System Acceptance to the extent such interference is caused by the CNS Equipment. Sprint will begin the process of correcting any such material interference within 48 hours after receipt of written notification from Customer. If Sprint cannot alleviate interference with Customer's equipment and systems installed at Customer's Property prior to the Effective Date, then Sprint may terminate this Agreement pursuant to Section 11.2 ("Signal Interference – Pre-Installation") herein and the Customer will not be liable for the Capital Recovery Fee.

**9.2. Post-Installation.** Sprint is not responsible for mitigating any interference issues arising with respect to the CNS Equipment (inclusive of the DAS) or caused by any other Permitted Interconnectors. Customer is responsible for mitigating any interference issues arising with respect to the CNS Equipment (inclusive of the DAS) or caused by public safety transmissions. If Customer or any Permitted Interconnector installs equipment at Customer's Property after the Effective Date and that equipment causes interference with the Services or the CNS Equipment or operations, Customer will negotiate in good faith with Sprint to develop and implement commercially reasonable means of mitigating such interference. If the Parties are unable to mutually agree on and implement commercially reasonable means of mitigating such interference, Sprint may terminate this Agreement pursuant to Section 11.3 ("Signal Interference – Post-Installation") herein and Customer will be liable for the Capital Recovery Fee. Sprint will not be liable for any Service interruptions caused by interference created by Customer's or any third party's electrical or other equipment, and Customer will continue to be liable for Service charges during the period of Service interruption if interference occurs.

**9.3. Acknowledgment.** Notwithstanding the foregoing, Customer acknowledges and agrees that even with proper design, installation, operation and maintenance, the CNS Equipment or Devices may cause interference with some sensitive electronic systems and certain medical and other equipment in use at Customer's Property as of the Effective Date or that may be used in the future. Prior to installation of the CNS Equipment and on an ongoing basis after installation, Customer agrees to use commercially reasonable efforts, including the use of clinical engineering services if Customer's Property is a hospital or other medical facility, to assess the potential for signal interference and to notify Sprint of any equipment, locations or situations within Customer's Property where electromagnetic interference emanations may cause harmful interference.

## **10. Insurance.**

**10.1 Coverage.** Prior to installation of the CNS Equipment and during the Term, Sprint shall furnish Customer with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Customer. Sprint shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, for any such insurance expiring prior to completion of Services. Sprint shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

**10.1.1. General Liability Insurance (Broad Form Liability Endorsement)** on an occurrence basis with a minimum combined single limit for Personal Injury, Property Loss and Damage, Contractual and Independent Contractor of not less than \$1,000,000.00 per occurrence. The policies for the General Liability insurance coverage will be primary and noncontributory to any similar insurance and/or self-insurance that Customer maintains and will name Customer as an additional insured; and

**10.1.2. Umbrella Form Excess Liability Insurance** with limits of not less than \$5,000,000 per occurrence and aggregate.

**10.1.3. Workers' Compensation insurance** in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

**10.1.4. Business Automobile Liability insurance** with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

**10.2.** All Liability insurance policies shall name Customer as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Customer's favor.

**10.3.** If required coverage is written on a claims-made basis, Sprint warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an

extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

**11. Termination by Sprint.** This Agreement may be terminated by Sprint under the following circumstances:

**11.1. During Installation.** Prior to System Acceptance, with at least 10 days' written notice, if Sprint encounters unanticipated site conditions that were not apparent during Sprint's site survey of the Premises and those site conditions cause an unexpected, material increase in the installation cost to Sprint or have a material adverse impact on Sprint's ability to install, operate and maintain the CNS Equipment;

**11.2. Signal Interference – Pre-Installation.** By sending written notice to Customer if the CNS Equipment causes signal interference (as set forth in Section 9.1 ("Signal Interference – Pre-Installation")) that cannot be cured through the use of commercially reasonable efforts;

**11.3. Signal Interference – Post-Installation.** By sending written notice to Customer if the CNS Equipment is subject to signal interference (as set forth in Section 9.2 ("Signal Interference – Post-Installation")) that cannot be cured through the use of commercially reasonable efforts;

**11.4. FCC Acts.** If Sprint is unable to access and use the CNS Equipment or the Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies;

**11.5. Other Regulatory Acts.** If after use of commercially reasonable efforts, Sprint and/or Customer cannot obtain or maintain any license, permit or other approval required to be obtained for the installation, operation and maintenance of the CNS Equipment;

**11.6. Convenience.** For any reason with at least 60 days' advance written notice to Customer; or

**11.7. Default.** If Customer materially defaults in the performance of any of its duties or obligations under this Agreement and the default is not cured within 30 days after Customer's receipt of written notice specifying the default.

**12. Termination by Customer.** This Agreement may be terminated by Customer under the following circumstances:

**12.1. Before Installation.** Prior to the commencement of installation of the CNS Equipment, with at least 10 days' prior written notice, if there is a material change to the assumptions set forth in the Statement of Work regarding the scope or other aspects of the CNS Equipment design that have a material adverse impact on Customer; provided that Customer will reimburse Sprint for any actual costs incurred through the date of termination; or

**12.2. Convenience.** For any reason with at least 60 days advance written notice to Sprint;

**12.3. Default.** If Sprint materially defaults in the performance of any of its duties or obligations under this Agreement and the default is not substantially cured within 30 days after Sprint's receipt of written notice specifying the default; or

**12.4. Nonappropriations; Termination of Purchase Commitment.** Customer may terminate its obligations to maintain the Purchase Commitment upon at least 30 days' prior written notice to Sprint if Customer does not receive annual appropriations required for the funding of the Purchase Commitment under this Agreement, with Customer providing evidence of such event. In the event of such termination, this Agreement will remain valid and in force for the remainder of the Initial Term and a License Renewal Term without any further Purchase Commitment. If the Customer's annual appropriation funding for this Agreement is merely decreased but not completely eliminated, the Parties will modify the Purchase Commitment to reflect the decrease in funding.

**13. Taxes, Fees, Surcharges & Assessments.** Sprint will honor Customer's applicable statutory tax exemptions upon receipt of valid and properly executed exemption certificates and related documentation. To the extent not exempt, Customer is responsible for payment of all federal, state, and local taxes, real property taxes, fees, surcharges, and other assessments (collectively, "**Charges**") that are imposed on transactions subject to this Agreement. Charges also include, but are not limited to, excise taxes, sales and transaction taxes, use taxes, value added taxes, property taxes, gross receipts taxes, utility taxes; universal service assessments; telephone relay service assessments; and any other regulatory fees and assessments. Customer will not be responsible for Sprint's employment taxes or for taxes imposed on Sprint's net income. If Customer claims an exemption from any Charges, Customer shall indemnify Sprint against all claims arising out of Customer's claimed exemption.

**14. Indemnity.**

**14.1.** Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorney's fees ("**Claims**") arising directly from the performance of this Agreement and relating to personal injury, death, or damage to real or tangible personal property that is alleged to have resulted, in whole or in part, from negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents, but excluding Claims arising from or relating to disruption of the Services.

**14.2.** To be indemnified, Customer must (i) give Sprint timely written notice of the claim (unless Sprint already has notice of the claim), (ii) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (iii) not, by any act, admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. 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.

## **15. No Warranty.**

15.1. SPRINT DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND (STATUTORY, EXPRESS OR IMPLIED) AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE TO CUSTOMER OR TO ANY OTHER USER OF THE DEVICES OR SERVICES PROVIDED VIA THE CNS EQUIPMENT OR WITH REGARD TO THE OPERATION AND MAINTENANCE OF THE CNS EQUIPMENT, IN WHOLE OR IN PART. Any warranties related to the DAS will be as set forth in Customer's independent Maintenance Agreement.

15.2. Customer acknowledges that the Services provided via the CNS Equipment will not be uninterrupted or error free and Customer and any Permitted Interconnector should implement secondary and tertiary means of communication, as appropriate under the circumstances, to avoid the risk of injury or death or damage to property in the event of a Service disruption. Customer will not use the Services, Devices and the CNS Equipment for the direct operation or control of medical or life support equipment, or for the operation or control of any mission critical system in which a Service disruption or failure of the CNS Equipment may cause a substantial risk of injury or death to persons or damage to property. Customer agrees to (i) comply with all safety warnings and other safety and operational information provided by the manufacturer of the Devices and (ii) ensure that all personnel who use the Service and the Devices assigned to Customer's account while on Customer's Property understand and comply with all safety warnings and operational information, including information on E911 service set forth in the "Use of Service for 911 or Other Emergency Calls" section. It will be Customer's sole responsibility to implement and enforce policies for the proper and safe use of the Devices on Customer's Property.

## **16. Limitations and Condition of Liability.**

16.1. Sprint does not assume and will have no liability under this Agreement for (i) failure to install the CNS Equipment within a specified time period; (ii) unavailability of or delays in delivery of the CNS Equipment; or (iii) damage caused to the CNS Equipment due directly or indirectly to causes beyond the reasonable control of Sprint, including, but not limited to, acts of God, acts of the public enemy, acts of the government, acts or failure to act of Customer, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, unusually severe weather conditions or default of Sprint's subcontractors due to any of those causes.

16.2. WITHOUT LIMITING THE FOREGOING, SPRINT'S SOLE LIABILITY FOR SERVICE DISRUPTION RESULTING FROM THE UNAVAILABILITY OR NON-OPERATION OF THE CNS EQUIPMENT IS LIMITED TO THE APPLICABLE REMEDIES AND SUBJECT TO THE LIMITATIONS PROVIDED FOR UNDER THE SERVICE AGREEMENT FOR SERVICE DISRUPTIONS.

16.3. IN THE CASE OF ANY AND ALL OTHER CLAIMS THAT MAY ARISE UNDER THIS AGREEMENT, IN NO EVENT IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, COST OF COVER, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR COST OF REPROCUREMENT, ARISING FROM OR RELATING TO PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT.

16.4. EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES CAUSED BY ITS FAILURE(S) TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IS LIMITED TO (i) THE MINIMUM COVERAGE AS SET FORTH IN THE "INSURANCE" SECTION FOR ANY CLAIMS AND LIABILITIES ARISING FROM, OR CAUSED BY, ANY CASUALTY OR HAZARD COVERED OR REQUIRED UNDER THIS AGREEMENT TO BE COVERED IN WHOLE OR IN PART BY INSURANCE, (ii) PROVEN DIRECT DAMAGES FOR ANY CLAIMS ARISING OUT OF PERSONAL INJURY OR DEATH, OR DAMAGE TO REAL OR PERSONAL PROPERTY, CAUSED BY THE PARTY'S NEGLIGENT OR WILLFUL MISCONDUCT, AND (iii) PROVEN DIRECT DAMAGES FOR ALL OTHER CLAIMS ARISING OUT OF THIS AGREEMENT, NOT TO EXCEED \$50,000.00. CUSTOMER'S PAYMENT OBLIGATIONS, LIABILITY FOR THE CAPITAL RECOVERY FEE AND SHORTFALL FEE, AND SPRINT'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT ARE EXCLUDED FROM THIS PROVISION.

17. **Use of Service for 911 or other Emergency Calls.** The Services as provided via the CNS Equipment do not interact with 911 and other emergency services in the same manner as landline telephone service. Depending on Customer's location and the circumstances and conditions of a particular call, emergency services providers may not be able to identify Customer's telephone number and/or location through use of the Services and Customer may not always be connected to the appropriate emergency services provider. Sprint agrees to provide Customer with E911 service where available and Customer acknowledges and agrees that E911 service is not available in all areas and is not completely reliable. Customer consents to Sprint's disclosure of Customer information, including but not limited to Customer name, address, telephone number and location, to governmental and quasi-governmental entities including emergency service providers and law enforcement agencies, where Sprint deems it necessary to respond to an emergency.

## **18. Notices.**

18.1. All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable. Notice addresses may be changed by giving notice as provided in this



Section.

18.2. Notices to Sprint must be sent to each of the following:

18.2.1. Sprint Solutions, Inc., c/o Vice President Converged Network Solutions, 2003 Edmund Halley Drive, Reston, VA 20191; and

18.2.2. Sprint Solutions, Inc., Public Sector Legal Department, 2001 Edmund Halley Drive, Reston, VA 20191.

18.3. Notices to Customer must be sent to the following address 500 Liberty Dr. Ste 200, Richmond, TX. 77469.

## 19. Confidentiality.

- 19.1. **Obligations.** Neither Party will disclose the other Party's Confidential Information, to any third party, except as expressly permitted in this Agreement. This obligation will continue until two years after this Agreement terminates or expires. The Recipient may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the 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.
- 19.2. **Limitations.** The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the 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 the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information, or (E) is disclosed with the prior written consent of the Discloser. If Confidential Information is required to be produced by law, court order or governmental authority, the Recipient must notify the Discloser before disclosure unless notification is prohibited by law, court order or governmental authority.
- 19.3. **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 intended FOIA disclosures or post-execution FOIA requests, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint confidential and proprietary information, consistent with all applicable laws and regulations.
- 19.4. **Definitions.** "Confidential Information" means nonpublic information (A) about the Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement, and (C) that the Recipient knows or reasonably should know is confidential because of its legends, markings, and the circumstances of the disclosure or the nature of the information. Confidential Information includes, but is not limited to: trade secrets; financial information; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing plans, and products; and the pricing and terms of this Agreement including related discussions, negotiations and proposals. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

## 20. Miscellaneous.

20.1. **Independent Contractor.** Sprint performs its obligations in this Agreement as an independent contractor. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

20.2. **Governing Law.** This Agreement is governed by the laws of the state in which the Premises are located.

20.3. **Severability.** If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent.

20.4. **Waiver.** No waiver by either Party of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement.

20.5. **Survival.** Provisions of this Agreement, which by their nature are intended to survive this Agreement, will survive the expiration or earlier termination of this Agreement.

21. **Entire Agreement.** This Agreement, including any Exhibits, constitutes the entire agreement between the Parties with respect to Sprint's installation, operation, maintenance and removal of the CNS Equipment at the Premises and supersedes all



prior written and verbal agreements, representations, promises or understandings between the Parties. Any amendments to this Agreement must be in writing and executed by both Parties.

**22. Offer Expiration.** To become effective, this Agreement must be (a) signed by an authorized Customer representative; (b) delivered to Sprint on or before March 10, 2010 and (c) signed by a Sprint officer or authorized designee.

Each Party has caused this Agreement to be executed by its authorized representative.

FT. BEND COUNTY

Signature

Robert Hebert

Name

County Judge

Title

March 2, 2010

Date

SPRINT SOLUTIONS, INC.

Signature

MARLENE WALTZ

Name

DIRECTOR

Title

3.2.10

Date

Approved as to Form

L. George 2/26/10

Converged Network Solutions

**Exhibit A****Statement of Work**

<b>TABLE 1: MULTI-SERVICE SCOPE DEFINITION</b>		
PROJECT ID:	CNSTX00672	
LOCATION ADDRESS OF CUSTOMER FACILITY/PROPERTY:	1410 Ransom Rd., Richmond TX 77469	
NUMBER OF CUSTOMER BUILDINGS IN SCOPE:	1	
BUILDING	FLOOR	TOTAL SQ FT
Ft. Bend County Jail (new)	1 <sup>st</sup>	48,000
	2 <sup>nd</sup>	41,000
	3 <sup>rd</sup>	32,000
	4 <sup>th</sup>	32,000
	5 <sup>th</sup>	32,000
	6 <sup>th</sup>	32,000
	7 <sup>th</sup>	32,000
	8 <sup>th</sup>	32,000
	9 <sup>th</sup>	32,000
TOTAL SCOPE COVERAGE AREA [SQ/FT]:	313,000	
SCOPE DESCRIPTION AND OTHER PERTINENT SCOPE DETAILS:	Scope of coverage is for all areas of the jail listed in the table above.	
LIMITATION TO COVERAGE SCOPE: LOCATIONS TO BE EXCLUDED:	N/A	
General construction make up of the facility: 1. Interior walls. 2. Exterior walls and windows. 3. Roof. (i.e. metal lined, greater than 6" thick), windows (i.e. reflective glass), etc. 4. Ceiling type. (dropped or hard)	Dropped Ceilings Cinder block walls Flat roof	
Customer point of contact providing information above.	Daniel Quam 832-473-7873 Daniel.quam@co.fort-bend.tx.us	
Customer point of contact during installation.	Same as above	

<b>TABLE 2: TECHNICAL DATA</b>		
ANTICIPATED iDEN COVERAGE THRESHOLD: [-85 dBm STANDARD]	-85 dBm	
ANTICIPATED CDMA COVERAGE THRESHOLD: [-85 dBm STANDARD]	-85 dBm	
DESCRIPTION OF SIZE AND LOCATION OF ANTICIPATED SPACE FOR RF SOURCE:	BDA/Repeater will be mounted on the 9 <sup>th</sup> floor in the same room as the existing public safety system.  Customer is responsible for providing space for any Permitted Interconnector and services to plug-in to the DAS	
ANTICIPATED POWER REQUIREMENTS FOR HEAD END LOCATION / RF SOURCE:	BDA/Repeater will require two 120V / 20A outlets for power.  Customer is responsible for providing power for any Permitted InterconnectorSs and services to plug-in to the DAS	
ADDITIONAL PROJECT REQUIREMENTS/DETAILS:	Customer is currently broadcasting public safety 800 MHz frequencies. Advanced filtering or may be required for this location.	
iDEN USER CAPACITY:	TOTAL ANTICIPATED iDEN USER CAPACITY:	Up to 150
CDMA USER CAPACITY:	TOTAL ANTICIPATED CDMA USER CAPACITY:	Up to 150

## **TECHNICAL ASSUMPTIONS:**

### **SCOPE:**

1. Project scope is limited by information and data contained in this document.
2. All assumptions derived from Customer provided information.  
Any change in the scope requirements or technical assumptions renders project scope and solution proposal invalid

## **GENERAL MULTI-SERVICE SYSTEM REQUIREMENTS:**

3. Project scope is based on a multi-service network design for the areas identified in Table 1.
4. Customer is responsible for frequency coordination, integration, and interference mitigation for the multi-service system.
5. Customer must have an active maintenance agreement in place with a 3<sup>rd</sup> party vendor for the duration of contract term for the multi-service system.
6. Customer is responsible for engaging and incorporating other Permitted Interconnectors and/or other services onto the multi-service system. Sprint installed head-end equipment and modules will only support Sprint 800/900/1900 MHz frequencies. Sprint installed remote units will also support 700Mhz Public Safety.

### **FACILITY:**

7. Special City, County, State or Federal permitting or approval processes are not anticipated to be required. If special permitting processes are required, there may be deployment timeline impacts to the project.
8. There are no special Customer permitting or approval processes required.
9. Customer believes there are no RF shielded areas in the facility.
10. Customer believes that building structure is by normal construction standards for a correctional facility.
11. If necessary, special environmental studies and remediation (asbestos removal, lead based paint, etc.) to be provided by Customer with no cost to Sprint.

**LABOR & INSTALLATION:**

12. Union labor is not required. If union labor is required, deal terms may be altered.
13. Customer project manager or project management company labor costs are the responsibility of the Customer.
14. All Customer-required labor force costs (internal or 3<sup>rd</sup> party) will be paid by the Customer.
15. Sprint can utilize its own preferred contractors for installation work.
16. Work can be completed during normal construction business hours (7:00 a.m. to 6:00 p.m., Monday-Friday) given proper notification and customer approval. Customer will allow after-hours work to maintain schedule when necessary.
17. There are no special approvals required for Sprint contractors to perform installation work.
18. There are no restricted access areas or areas that require training, drug screening or background checks for access.

**SPACE:**

19. Customer will allocate additional space, as required, for other service's equipment.
20. Customer will provide space as needed in telecom closet locations for distributed antenna system (DAS) equipment.

**POWER:**

21. Customer will provide 20A / 120V AC power in telecom closet locations as necessary for DAS equipment.
22. Customer will allocate additional power, as required, for other Permitted Interconnector's equipment.
23. Customer will provide backup power or UPS for all DAS equipment if required.

**CABLING and ANTENNAS:****Customer believes the following requirements are valid:**

24. All antennas and supporting equipment can be placed as needed to meet coverage objectives.
25. No special antenna stealthing techniques are required and all antennas can be visible.
26. Cable pathways (horizontal & vertical) exist and are available for use.
27. Customer will approve coaxial or fiber optic cable routing design along the most direct cable paths.
28. Design may utilize any combination of coaxial or fiber optic cable.
29. Conduit is not required for any cable installations.
30. Core drilling is not required for any cable installations.

**SPRINT TECHNICAL ASSUMPTIONS:**

31. Sprint will provide a Dual Network iDEN/CDMA solution for the areas identified for Sprint signal only.
32. Coverage enhancement design ensures coverage to 90% of scope area.
33. Received signal strength (RSSI) design objective for Sprint iDEN is -85dBm, or down to -95dBm with signal quality estimate (SQE) above 25.
34. Received signal strength (RSSI) design objective for Sprint CDMA is -85dBm to -95dBm with Rx signal 5dB greater than strongest interferer.
35. Solution design allows for support of up to 150 iDEN and up to 150 CDMA users.
36. Sufficient signal strength is available from existing donor sites to drive the internal system.
37. There are no EMI design requirements.
38. There are no console or custom dispatch/special talk group requirements.

**INTERFERENCE:**

39. Customer believes there are no existing systems in place that may interfere with the Sprint 800/900/1900 MHz frequencies.

**SPACE FOR SPRINT EQUIPMENT:**

40. Anticipated BDA/Repeater location restricts access to authorized personnel only.
41. Customer will provide a minimum 4' X 4' of wall space for BDA/Repeater.
42. Customer will provide a minimum 2' X 4' of wall space for DAS fiber equipment.

43. Environmentally controlled space is available for Sprint RF source equipment.

**POWER FOR SPRINT EQUIPMENT:**

- 44. Customer will provide adequate power for RF Source equipment as referenced in Table 2.
- 45. Power is readily available at all equipment locations at no installation or operational cost to Sprint.
- 46. Backup power or UPS for all DAS equipment is not included in this scope of work.

**CABLING & ANTENNAS FOR SPRINT EQUIPMENT:**

**Customer believes the following requirements are valid:**

- 47. Outdoor donor antenna locations are permitted with no special installation or approval requirements.
- 48. Cable routing is available between BDA/Repeater location and rooftop donor antenna.
- 49. Customer will provide roof penetration if necessary for donor antennas.

**TRAINING FOR SPRINT HANDSETS:**

- 50. Number of Customer employees to be trained equals total anticipated user capacity.
- 51. Training is to be conducted during regular business hours (8:00 a.m. to 5:00 p.m., Monday-Friday)

**CUSTOMER CARE FOR SPRINT EQUIPMENT:**

- 52. Modifications to existing Customer handsets (if any) are not anticipated.
- 53. Customer will designate one to three employees for direct access to CNS Support for account management.