

**END USER AGREEMENT  
WIRELESS & VOIP TELECOMMUNICATIONS EQUIPMENT & SERVICES  
H-GAC CONTRACT #CW10-14**

This End User Agreement ("Agreement") is entered into between Sprint Solutions, Inc. ("Sprint") and Fort Bend County, ("End User") under the Houston Galveston Area Council ("H-GAC") the Contract for Wireless & VOIP Telecommunications Equipment & Services No. CW10-14 dated October 1, 2014, as may have been amended ("H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to End Users who have entered into an Interlocal Contract with H-GAC.

Sprint and End User agree as follows:

1. **Relationship of Parties.** 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. Upon execution of the Agreement by End User, End User will be eligible to submit orders for the Equipment and Services set forth in the H-GAC Contract.
2. **End User Terms and Conditions.** By signing this Agreement, End User agrees to be bound by the Sprint End User Standard Terms and Conditions for Communication Services ("End User Terms and Conditions") which are incorporated into this Agreement by this reference as posted to [www.sprint.com/hgac](http://www.sprint.com/hgac). Sprint may change its End User Terms and Conditions from time-to-time without notice.
3. **Wireline Charges. (Do not complete this Section if purchasing wireless Services only under the H-GAC Contract).** If End User is purchasing Sprint wireline Services and Equipment through the H-GAC Contract, please complete the following information below:
  - A. Sprint will provide the wireline Services and Equipment at the prices specified in Quote # \_\_\_\_\_ dated \_\_\_\_\_, as attached to this Agreement and incorporated by this reference. The terms and conditions of this Agreement will take precedence over any contrary statements in the Quote.
4. **Payment.** If End User is a Texas government agency, End User will comply with Chapter 2251, Texas Government Code, in making payments to Sprint. The statute states that payment for goods and services are due thirty (30) days after the goods are provided, the services completed or a correct invoice is received, whichever is later. Payment under the H-GAC Contract shall not foreclose the right to recover wrongful payments.
5. **End User Information.** The following is the relevant End User contact information:

Name: Fort Bend County Auditors Office

Billing Address: 301 Jackson Street  
Richmond TX 77469

Billing Contact: Accounts Payable

Phone Number: 281-341-3760

Email Address: Robert.Sturdivant@fortbendcountytx.gov

6. In order to become effective this Agreement must be executed by a duly authorized representative of End User and delivered to Sprint no later than 30 days after signing. Upon End User's execution of this Agreement, it shall be deemed accepted by Sprint without counter-signature; provided that, End User does not make any modifications, addition, supplement and/or other change(s) ("Changes") to this Agreement or to the End User Terms and Conditions. Any Changes to this Agreement or the End User Terms and Conditions by End User shall render this Agreement null and void.

By: \_\_\_\_\_

Authorized Signature

*Approved by Commissioners Court on January 27, 2015*

Date: \_\_\_\_\_

3-6-2015

Name and Title: \_\_\_\_\_

Robert Hebert, County Judge

(please type or print)

Address: \_\_\_\_\_

301 Jackson Street

Richmond TX 77469