

**STATE OF HAWAII  
CONTRACT FOR GOODS OR SERVICES  
BASED UPON  
COMPETITIVE SEALED PROPOSALS  
RFP-12006-SW**

This First Amendment (#BSG1405-0097) is made to the **STATE OF HAWAII CONTRACT FOR GOODS OR SERVICES BASED UPON COMPETITIVE SEALED PROPOSALS RFP-12006-SW** between **SPRINT COMMUNICATIONS COMPANY, L.P.** ("Sprint") and **STATE OF HAWAII** ("Customer") signed by Customer on November 21, 2012 and Sprint on October 25, 2012 (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 First Amendment is signed by Sprint and Customer ("First Amendment Commencement Date").

Sprint and Customer agree as follows:

1. The Agreement is amended in Contractor's RFP dated March 28, 2012, Appendix E ("Sprint's Pricing Proposal") by adding a new Attachment A ("Wireline Services Pricing & Policies") as attached herein immediately following Schedule A ("Other Services: Data Link") in Appendix E.
2. The Agreement is amended in Contractor's RFP dated March 28, 2012, Appendix E ("Sprint's Pricing Proposal") by adding a new Attachment A-1 ("Sprint Dedicated Internet Access Product Annex") as attached herein immediately following Schedule A ("Other Services: Data Link"), Attachment A ("Wireline Services Pricing & Policies") in Appendix E.
3. The Agreement is amended in Contractor's RFP dated March 28, 2012, Appendix E ("Sprint's Pricing Proposal") of Schedule A ("Other Services: Data Link") by deleting the reference to "Sprint Wireless – Unlimited 3G/4G plan (WSCA Contract No.1523)" and replacing it as follows:  

"Sprint Wireless – Unlimited 3G/4G plan (WSCA Contract No. 1907)"
4. All other terms and conditions in the Agreement, not amended above, will remain in effect. This First Amendment and any information concerning its terms and conditions are Sprint's proprietary information and are governed by the parties' Nondisclosure provision in the Agreement. 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 delivered to Sprint on or before July 30, 2014; and signed by a Sprint officer or authorized designee and a Customer representative.

STATE OF HAWAII

SPRINT COMMUNICATIONS COMPANY L.P.

By: Mara Smith  
Authorized Signature

By: Michaela Clairmonte  
Authorized Signature

Date: 7/7/14

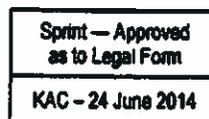
Date: 6/30/2014

Name and Title: Mara Smith, Procurement Officer  
(please type or print)

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

Address: 1151 Punchbowl Street, Room 416  
Honolulu, HI 96813

Address: 12502 Sunrise Valley Drive  
Reston, VA 20196



**ATTACHMENT A  
WIRELINE SERVICES PRICING & POLICIES**

1. **TERM.** The Term of this Wireline Services Pricing & Policies Attachment is 36 months from the Commencement Date.
2. **MINIMUM SERVICE COMMITMENT.**
  - 2.1 **Minimum Service Commitment Defined.** Minimum Service Commitment ("MSC") is the amount of Services that Customer commits to purchase during a specified time period. For purposes of this Agreement, Customer's MSC is in the form of a Minimum Annual Commitment ("MAC"). During each Contract Year (defined as the 12 month billing period commencing on the Commencement Date and each successive 12 month billing period) of the Term, Customer's MAC is \$0. Amounts paid to satisfy early termination and shortfall liabilities will contribute to the MSC. Non-usage charges, such as taxes, interest, and surcharges, do not contribute to the MSC.
3. **CONDITIONS.** During each billing month of the Term Customer must meet the following Conditions to receive all benefits under this Agreement. If Customer does not meet any one of these Conditions, Sprint may adjust Customer's Services charges or terminate this Agreement.
  - 3.1 Customer must be an affiliate of the State of Hawaii.

**4. CHARGES**

**4.1 SPRINT DEDICATED INTERNET ACCESS**

- A. Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink"). Customer must comply with the Sprint Dedicated Internet Access Product Annex, as attached hereto. Both dedicated local access and Customer Premise Equipment ("CPE") are required for Sprint Dedicated Internet Access. Unless specifically stated otherwise in this Sprint Dedicated Internet Access pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate section of this Agreement or in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.
- B. Transit IP connectivity allows Customer to send and receive IP traffic from sites connected directly to Sprint's Internet network and sites that are connected to Sprint's peers. Non-Transit IP connectivity allows Customer to send and receive IP traffic only from sites connected directly to Sprint's Internet network. Customer will not be able to directly send or directly receive IP traffic from sites connected to other ISPs through its Non-Transit connection with Sprint.
- C. Sprint provides Ethernet Port Services only at selected locations for Co-Location or Customer Provided Access. Customers shall arrange and are responsible for all costs related to transport from customer premises to Sprint Ethernet Location(s). For Sprint Provided Ethernet Access, Sprint provides Ethernet Port/Access Bundles, where available. Sprint Provided Ethernet offers two types of access bundles; Dedicated and Shared. Shared Service is provided via shared Ethernet Virtual Private Line (EVPL) access based on a local access "switched" network to a shared network interface to the IP network while Dedicated Service is provided via Ethernet Private Line (EPL) access based on a local access network to a dedicated network interface to the IP network.
- D. Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the table below for each Domestic Sprint Dedicated Internet Access "Bundle", with an individual Order Term of 2 years or longer, installed or in service during the Term. For purposes of this paragraph, a "Bundle" is: one access line (including ACF and COC MRCs), one Domestic Sprint Dedicated Internet Access Port, and one Router Package. Router Package includes:

For T-1 router package (2901 IP Base w/ DSU) – T1 Bundle:

**T1 2901 IP Base w/ DSU**

Cisco 2901 Series Router, T1/Fractional T1 CSU/DSU WAN Interface Card  
Cisco Cable AC Power Cord  
Cisco 2901 AC Power Supply  
ZyXEL 56k Omni Analog Modem, Modem Cable  
Cisco SMARTnet CPE Same Day Maintenance for a term equal to the Bundle term  
Shipping and Installation

- (1) In addition to the Standard Terms and Conditions and Schedule 8 (Access), Sprint's Product Specific Terms for equipment and maintenance become part of the Agreement, will apply to the Router Package, and may be accessed at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions). Currently, the Product Specific Terms are titled Equipment Sales Product Annex and Data and Internetworking Equipment Maintenance Service Product Annex.
- (2) The Net MRC in the table below includes a charge for installation/configuration of CPE. For this Router Package, installation/configuration means: Router installation, Basic IP static routing, Basic IP Serial Port configuration and turn-up, and Basic IP Ethernet Port configuration (note: Customer is responsible for bringing up Ethernet/LAN Port on its router by connecting a hub or a switch).

The pricing above also applies for port / access / router bundles utilizing Sprint Provided Access with SecCFA Access arrangements.

- (3) A value of \$0.00 in the Net NRC column of the above table indicates that the NRC was "waived".
  - (4) Pricing above does not include any LEC or AAV or 3rd party charges that might be identified at site survey and charged by vendor for build-out, special construction, fiber hand-offs, etc. All charges identified by the vendor to fulfill the access solution will be the Customers responsibility and may require re-pricing.
  - (5) If Customer orders Sprint-provided Ethernet port/access/router bundle during the Term for a bandwidth/location not specifically listed in this Agreement, the minimum Order Term in Section 4.1 D above will apply. Ethernet port/access Bundle pricing for new bandwidths/locations will be mutually agreed upon through a separate price quote or written order form and will vary by bandwidth/location/Vendor.
  - (6) Sprint reserves the right to change the vendor used for SPA-E at its discretion with advance notice to Customer. Any Sprint-initiated changes will not result in a cost increase to Customer during the Initial Term.
5. **DISCONNECT NOTICE.** For any disconnect to be effective, Customer must provide required written information through our online form at <http://www.sprintbiz.com/forms/disconnect.html>. Failure to provide required disconnect information may result in Sprint's revocation of connecting facility assignments from Sprint to the LEC and the Customer will be liable for any resulting usage and/or access charges. For Domestic Services, Sprint will have up to 30 days from the date the online form is completed to complete disconnection. For non-Domestic Services, Sprint may require a longer period to complete disconnection, and Customer will be responsible for charges through the last to occur of the 60<sup>th</sup> day after Sprint receives the completed disconnect form, or the date Customer stops using the Services.

## 6. 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 or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product or Service without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product or Service.
- B. If Sprint takes any action set forth in subsection A above, Sprint will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Sprint uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

## 7. ADDITIONAL PROVISIONS

- 7.1 **General.** Sprint Communications Company L.P. provides the Products and Services priced in this Attachment. This Attachment's rates, charges and discounts are in lieu of any promotions or discounts that are available under the Schedules or Tariffs. Rates, charges and discounts for call types, Service elements, features, and Services not in this Attachment are in the applicable Schedule, Tariff or public price list. Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.

- 7.2 **Definitions.** "MRC" means monthly recurring charge. "NRC" means non-recurring charge. "NPA-NXX" includes successor NPA-NXXs due to introduction of a new area code.
- 7.3 **Credits and Discounts.** Customer must be in compliance with all material terms and conditions of this Attachment to be eligible for any Credits or Discounts under this Attachment.
- 7.4 **Third Party Agents.** Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

**ATTACHMENT A-1**  
**SPRINT DEDICATED INTERNET ACCESS PRODUCT ANNEX**

The following terms and conditions, together with the Sprint Master Services Agreement, Custom Service Agreement or other Sprint agreement ("Agreement") and the Sprint Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") will govern Sprint's provision and Customer's use of Sprint Dedicated Internet Access (the "Services") specified in the applicable order ("Order").

- (1) **Services Description.** Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink").
- (2) **Order Term.** The initial Order Term for the Services will be stated in the Order and will begin on the first day of the billing month following the date the Services are installed and available to Customer. At the end of the initial Order Term, the term will renew on a month-to-month basis. Either party may terminate the Order at the end of the initial term or during a renewal term by providing the other party 30 days' prior written notice.
- (3) **Internet Service Providers ("ISPs").** ISPs may use the Services to provide Internet access to their customers. If Customer is or becomes an ISP, Sprint's Internet Service Providers Product Annex will apply.
- (4) **Primary Service Component(s).** The primary service component for the Services is a Port. A Port is the physical entrance to the Sprint network.
  - 4.1 **Port Charges.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a monthly charge for each Port. For monthly charges, Sprint offers both fixed rate (Monthly Recurring Charge or "MRC") and usage-based (Burstable) Port pricing. For Burstable Port pricing, Sprint will provide Customer with a full Port at a given bandwidth and will charge Customer a variable monthly charge based on Customer's sustained Port utilization. Sprint will determine Customer's Port utilization and charges at the end of each month. Additional information regarding Sprint's Port utilization computation is available upon request.
  - 4.2 **Port Upgrades.** Customer may upgrade an existing Port before an Order Term expires without incurring early termination liabilities for that Port, if the upgraded Port: (1) is installed at the same location as the replaced Port; (2) is installed within 10 days after the replaced Port is disconnected; (3) has an Order Term equal to or greater than the remaining Order Term of the replaced Port, subject to a one year minimum; and (4) has greater Port bandwidth than the replaced Port.
  - 4.3 **Additional Port Terms and Conditions.** Ports are subject to availability of capacity. If Customer's Port resides in a Sprint Shared Tenant facility, Customer is responsible for working with the site vendor to order the cross connect and will be invoiced by the site vendor for any fees associated with the cross-connect.
- (5) **Additional Required Components.** The Services also require Customer to have the following:
  - 5.1 **Dedicated Local Access.** Dedicated local access is required for the Services. Customer may purchase Sprint-provided local access facilities, which will be provided under separate agreement with Sprint, or Customer may provide its own local access facilities.
  - 5.2 **Customer Premise Equipment ("CPE").** CPE is required for the Services. Customer may elect to purchase CPE from Sprint or provide its own CPE. CPE includes, but is not limited to the following:
    - A. **Channel Service Unit/ Digital Service Unit ("CSU/DSU").** Access services may require a single CSU/DSU, multiple CSU/DSUs, or an internal router card with CSU/DSU functionality, depending on the access bandwidth and desired configuration. Customer-provided CSU/DSUs must be Sprint-certified to be used with the Services.
    - B. **Routers.** Unless Customer has separately contracted with Sprint to provide additional support services, Customer is fully responsible for the router, including configuration, maintenance, and management. If Customer elects not to obtain a router from Sprint, Customer must furnish the necessary ancillary equipment (cables, routing software, etc.) to ensure interoperability with the Services.
- (6) **Domain Name Service.** Domain Name Service ("DNS") is an Internet standard that resolves (converts) textual Internet domain names into their numeric IP address counterparts. Sprint operates and manages name servers that host Customer's domain names and resolve IP address to domain name requests (and vice versa). Upon Customer's request, Sprint will provide Customer free primary DNS for a maximum of 5 second-level domain names and free secondary DNS up to 50 zones. Additional domains may be available at the then current additional charge. DNS is not available to ISPs, and Customer must have at least one Port on the Sprint IP backbone to receive this service.

- (7) **Invoicing** MRCs are billed in advance for all services provided during the following billing period. The first and last invoices will include prorated MRCs based on the first and last day of service. The usage-based charges above and beyond MRCs are billed in arrears.
- (8) **Network Monitoring**
- 8.1 As part of the Services, Sprint provides Customer a trouble resolution team available to respond to Customer's issues 24 hours a day, 365 days a year. Customer may elect to purchase additional monitoring and management services as described in Section 9 below.
  - 8.2 Sprint will provide a trouble ticket number from Sprint's automated Trouble Reporting System ("TRS") to Customer's help desk that reports the trouble. For each trouble report, TRS will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Sprint will keep Customer's representatives apprised of the status of service restoration actions.
- (9) **Enhanced Monitoring and Managed Services.** For customers interested in purchasing enhanced monitoring and managed services for the Services, Sprint offers the following:
- 9.1 **Sprint Managed Network Services.** These services include a comprehensive suite of management and implementation services that support multi-protocol Wide Area Networks (WANs) and Local Area Networks (LANs) utilizing Sprint and non-Sprint provided transport services. These services support customer premises-based routers, IP-VPN devices, switches, hubs, servers, and applications worldwide. Sprint Managed Network Services is comprised of engineering, design, and implementation of customer networks, including WAN transport; LANs and CPE; day-to-day operational support; configuration management; network and CPE monitoring; proactive notification; fault management; trouble resolution; and network and device performance reporting.
  - 9.2 **Sprint Managed Security Services.** These services include a comprehensive suite of management and implementation services that support security related functionality. The services support firewall, intrusion detection and prevention services, Distributed Denial of Service (DDOS) detection and mitigation, and URL, content filtering, and unified threat management (UTM). Customer entitlements include engineering; design and implementation of services; day-to-day operational support; configuration management; security event monitoring; proactive notification; fault management; trouble resolution; and network and security event reporting.
    - A. DDOS detection alerting and mitigation is a service provided by Sprint IP Defender(SM). IP Defender, when used in conjunction with a Sprintlink Port, protects the port against Internet-based DDOS attacks. Sprint IP Defender monitors customer's Sprintlink ports and provides attacks alerts and packet filtering maximizing the availability of a Sprintlink port. During an attack, Sprint IP Defender removes *identified* malicious packets and delivers legitimate packets to a customer at a rate *not to exceed customer transport circuit bandwidth (i.e. line-speed and queuing capabilities)* IP Defender supports IPv6 detection and mitigation, but an SCA is required to validate SprintLink IPv6 netflow support on a site-by-site basis until network deployment is complete. An SCA is also required for detection and mitigation for International SprintLink circuits and non-SprintLink circuits.
- (10) **Service Level Agreement.** All applicable Service Level Agreements, as Sprint may amend them from time to time, will apply during the Order Term.