

**Amendment No. 1**  
**to**  
**STATE OF TEXAS**  
**DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR WIRELESS VOICE & DATA SERVICES AND EQUIPMENT**

**Sprint Solutions, Inc. (Sprint)**

This Amendment Number 1 to Contract Number DIR-SDD-611 ("Contract") is between the Department of Information Resources ("DIR") and Sprint Solutions, Inc. (Sprint) (hereinafter "Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 4 Paragraph I.1. Telecommunication Fees** is hereby restated in its entirety as follows:

1) The only applicable FCC authorized fee, surcharge or assessment in effect as of the date of this Contract are the following:

- a. Federal Universal Service Fund charge. Pursuant to the FCC, and pertaining only to Sprint PCS Cellular Voice Service, this charge has been modified in the following manner: (a) Non-LD surcharge and (b) LD surcharge. The Federal Universal Service Fund charge is not modified for Nextel iDEN Cellular Voice Services.
- b. Federal E911 charge.

These fees may appear on billings to Customers. No other FCC or PUC authorized fee, cost recovery fee, surcharge or assessment applicable to wireless voice and/or data telecommunications services may be imposed during the term of this Contract, without the prior amendment to authorize such imposition under the Contract. Vendor acknowledges that certain Customers, that are political subdivisions, are exempt from the imposition and collection of certain Texas telecommunications fees, including the Texas Universal Service Fund Charge and Texas Infrastructure Fund assessment. In addition, state agency-Customers have additional exemptions from Texas fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Utilities Code. Local agency-Customers are not exempt from the Texas 911 emergency service fee and surcharge. Vendor agrees to not bill for any items which are not mandated by the FCC or PUC and which are otherwise not applicable to wireless voice and/or data telecommunications services. Vendor also agrees to not bill for items for which a Customer has an exemption. Vendor agrees to promptly correct any incorrect billings that occur.

2. **Appendix A, Section 8, Paragraph B.4.a. DIR Administrative Fee** is restated in its entirety as follows:

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee is specified in

Section 5 of the Contract. Payment of the administrative fee shall be due on the seventeenth (17th) calendar day after the close of the previous month period. If the seventeenth (17th) calendar day falls on a non-business day, the administrative fee shall be due on the next business day. Notwithstanding the foregoing, the administrative fee shall be due two (2) business days following Sprint's submission of the monthly report, as required and delineated in Section 8, Paragraph B.2. "Business days" shall be defined as the part of a day during which businesses, including banking institutions, are in operation.

3. All other terms and conditions of the Contract, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 1, and then the Contract.

This Contract is executed to be effective as of the date of last signature.

**Sprint Solutions, Inc. (Sprint)**

**The State of Texas, acting by and through  
The Department of Information Resources**

**Authorized By: Signature on File**

**Authorized By: Signature on File**

**Name: H. Leon Frazier**

**Name: Cindy Reed**

**Title: Senior Vice President**

**Title: Deputy Executive Director  
Operations & Statewide Technology  
Sourcing**

**Date: February 14, 2008**

**Date: 2/19/08**

**Legal: Signature on File**