

**ATTACHMENT A-5
CONTRACTOR ENROLLMENT FORM FOR WIRELESS SERVICES**

Contractor Name: _____

Address: _____

Billing Address (if different from above): _____

Sprint and Ferguson Enterprises, Inc. ("Customer") entered into a Master Service Agreement (BSG1003-0551) ("Agreement") dated on or about April, 2010 for Sprint to provide wireless Services to Customer. This Contractor Enrollment Form ("Enrollment Form") is executed by and between Sprint and _____, as a "Contractor" of Customer (as defined below) and is eligible to receive discounts for wireless Services in accordance with the terms and conditions hereto.

Sprint and Contractor agree as follows:

1. **TERM.** The term of this Enrollment Form ("Term") begins on its Commencement Date and is coterminous with the Agreement. The "Commencement Date" is the first day of the first complete billing month after the parties sign this Enrollment Form. If the Agreement expires, or is not renewed by Customer, or is terminated by either Customer or Sprint before the end of its stated term, Sprint may either adjust the discounts to Contractor as a condition for continuing to provide wireless Services under this Enrollment Form or terminate this Enrollment Form by giving Contractor 60 days' prior written.
2. **RESALE OF WIRELESS SERVICES AND SPRINT PRODUCTS.** Contractor may not resell or lease wireless Services or Products.
3. **ELIGIBILITY.** To be eligible for the wireless Services discounts under this Enrollment Form, Contractor must meet all of the following conditions in each month of the Term:
 - A. Contractor must meet the definition of Contractor as defined in Section 8 below. If at any time during the term of this Enrollment Form, Contractor ceases to meet this definition, Sprint may either adjust the discounts to Contractor as a condition for continuing to provide wireless Services under this Enrollment Form or terminate this Enrollment Form by giving Contractor 60 days' prior written notice.
 - B. Contractor must execute and return this Enrollment Form to Sprint;
 - C. Contractor must meet and maintain Sprint's credit approval; and
 - D. If Contractor has an existing agreement with Sprint for wireless Products or Services, Contractor may not purchase wireless Products or Services via this Enrollment Form until its existing agreement has expired.
4. **SERVICE CHARGES**
 - A. Contractor Corporate-Liable Active Units and Individual-Liable Active Units will receive the fixed Service Pricing Discounts in the table below for wireless Services (including wireless Service elements and features) during the Term of this Enrollment Form.

Contractor Corporate-Liable Discount	Contractor Individual-Liable Discount
20%	15%

- B. Unless otherwise noted, Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts and rebates. Overage, usage-based and other charges are not eligible for Service Pricing Discounts. All 3rd party applications and data bundles that include 3rd party applications are ineligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans, which Sprint may offer on a limited time basis. No other special pricing will apply, except that Contractor will remain eligible for generally available promotional offerings, subject to the terms of the promotion.
- C. **Effective Date of Discounts.** For new Contractor Active Units (defined as an active piece of wireless Product that Contractor enrolls in a Business Plan), the discounts above apply as of the Commencement Date. For Contractor Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts above no later than sixty (60) days after the Commencement Date.

D. 3G/4G Connection Plan The 3G/4G Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. This Business Plan is only available to Customer Lines domiciled in the United States.

3G/4G Connection Plan Charges

MRC	\$45.99¹
Additional data usage above 5 GB	\$0.05 per MB ²
Additional data Roaming usage above 300 MB	\$0.25 per MB ²

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable..

² If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 5 GB in total or 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both 5 GB in total and 300 MB while Roaming.

1. The 3G/4G Connection Plan includes unlimited data usage on the Sprint 4G Network and up to 5 GB/month aggregate data usage on the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
2. Roaming is not available on the Sprint 4G Network at this time.
3. Premium Services content is not available with this Business Plan.
4. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Roaming, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
5. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

E. BlackBerry Service Plans Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.

1. BlackBerry Business Plans can only be activated on a BlackBerry device.

2. Monthly Recurring Charges

	BlackBerry Unlimited Email and Web Plan
MRC with purchase of voice Business Plan	NET \$24.99
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand ("MBB")	Unlimited
Overage per Kilobyte	Not Applicable

- a. (*) Notwithstanding anything to the contrary in the Agreement, the MRCs shown in the table above are net of all discounts and are not eligible for Service Pricing Discounts.
- b. Unless Customer adds a voice Business Plan that includes voice calls, long distance calls, and Domestic Roaming to the above BlackBerry data Business Plans, Customer will be charged \$.20/minute for voice calls plus \$.25/minute for long distance calls. For devices on the Nationwide Sprint Network, Domestic Roaming calls are \$.69/minute with an additional \$.25/minute for long- distance calls.

F. Sprint Domestic Messaging Add-Ons. Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

Messaging Plan	MRC	Additional Messages
300 Messages	\$0	N/A
1000 Messages	\$5	\$0.20
Unlimited Messages	\$10	N/A

5. WIRELESS MINIMUM SERVICE TERM REQUIREMENT. Wireless Services require a minimum service term ("Minimum Service Term") that begins on the wireless device purchase date and ends 12 months later. Service terminations before the end of the Minimum Service Term are subject to an early termination fee of up to \$200 per terminated Contractor Corporate-Liable Active Unit in addition to any other service charges that apply to the terminated unit. Contractor Corporate-Liable Active Units activated under superseded agreements will remain subject to the early termination fee set forth in the superseded agreement until expiration of the original Minimum Service Term.

6. CONTRACTOR EMPLOYEE DISCOUNT PROGRAM

A. Eligible Employees. New and existing Contractor Employee (or Individual-Liable) Active Units may receive the Individual-Liable Service Pricing Discount in Section 4 above. The Individual-Liable Service Pricing Discount is contingent upon the Employee signing Sprint's consumer subscriber agreement and providing satisfactory evidence of employment to Sprint. Customer and Sprint will agree on methods for employment verification. Upon termination of this Agreement for any reason, or upon the Employee's termination of employment with Contractor, Sprint may cease applying the Individual-Liable Service Pricing Discount. Except for the Individual-Liable Active Unit Service Pricing Discount above, Individual-Liable Active Units are governed exclusively by the terms and conditions in the consumer subscriber agreement.

B. Communications. Contractor will communicate this Employee Discount Program to all Contractor Employees within 30 days of the Effective Date. Contractor and Sprint will agree on a process for Sprint to present promotional offers and sell to Contractor Employees, including allowing Sprint to send monthly marketing messages (e.g., via payroll stuffers, company magazines/newsletters, email, chair drops, or other reasonable manner) to Contractor Employees. Sprint may, with Contractor's consent, install a link (via the Internet or Intranet) to a Sprint website to give Contractor Employees access to information on Sprint Products and Services. Contractor and Sprint will agree on the content of such messages.

7. OTHER TERMS AND CONDITIONS

A. Contractor is financially responsible for all charges and obligations incurred by it, and for its actions or omissions under this Enrollment Form. Contractor understands that Customer has no liability in connection with the wireless Services provided to Contractor by Sprint and is not responsible for any charges or obligations incurred by Contractor.

B. Contractor accepts and agrees that Sprint's Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") as posted at www.sprint.com/ratesandconditions/ on the date Contractor signs this Enrollment Form and are incorporated into this Enrollment Form and apply to all Sprint wireless Products and Services. Contractor's use of wireless Product or Service is also governed by the related product or service-specific terms and conditions, which are found in Sprint Tariffs, Sprint Schedules and the wireless services product annex as posted at www.sprint.com/ratesandconditions/ ("Product Terms and Conditions") on the date Contractor signs this Enrollment Form. Capitalized terms not defined in this Enrollment Form are defined in the Standard Terms and Conditions.

- C. Contractor agrees that Sprint and Customer may modify and amend the discounts, and terms and conditions under the Agreement, which modifications or amendments may result in a modification of the discounts applicable to this Enrollment Form.
- D. This Enrollment Form and any information concerning its terms and conditions are Sprint, Customer and Contractor's proprietary information and are governed by the parties' nondisclosure agreement. The parties' nondisclosure agreement term is extended to be coterminous with this Enrollment Form's Term. Sprint, Customer and Contractor agree not to disclose this Enrollment Form or any information in it to any third party, except as permitted by the parties' nondisclosure agreement.

8. DEFINITIONS

- A. **"Contractor"** - means a legal entity which (1) performs one or more of the internal functions of Customer (e.g., IT, Care, etc.), (2) has signed an outsourcing agreement with Customer and is in good standing with Customer under the terms of that agreement, and (3) works for Customer.
- B. **"Contractor Corporate-Liable Active Unit"** – an Active Unit activated by Contractor for its end use and for which Contractor is financially liable.
- C. **"Contractor Individual-Liable Active Unit"** – an Active Unit activated by an Employee of Contractor and for which the Employee is financially responsible.

In order to become effective this Enrollment Form must be duly executed by a duly authorized representative of Contractor and delivered to Sprint and thereafter executed by a duly authorized representative of Sprint. Any modification, interlineation, addition, supplement and/or other change(s) to this Enrollment Form are not valid unless accepted in writing by both parties.

<p>_____</p> <p>(Contractor Legal Name)</p> <p>By: _____</p> <p>Name: _____</p> <p style="padding-left: 100px;">Print or Type</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p>	<p>SPRINT SOLUTIONS, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p style="padding-left: 100px;">Print or Type</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p>
--	--

