

ATTACHMENT A-5
CONTRACTOR ENROLLMENT AGREEMENT FOR WIRELESS SERVICES FOR PRO PLUS

Contractor Name: _____

Address: _____

Billing Address (if different from above): _____

This Contractor Enrollment Agreement (this "**Enrollment Agreement**") is between Sprint Solutions, Inc., as contracting agent on behalf of the applicable Sprint affiliated entities providing Products and Services ("**Sprint**") and _____ ("**Contractor**"). Sprint and Ferguson Enterprises, Inc. ("**Customer**") entered into a Master Service Agreement (BSG1003-0551 (the "Customer Agreement") dated October 15, 2010 for Sprint to provide wireless Products and Services to Customer. Under the terms of the Customer Agreement, Customer's Contractors (as further defined below) may purchase wireless Products and Services in accordance with the terms and conditions of this Enrollment Agreement.

Sprint and Contractor agree as follows:

1. **TERM.** The term of this Enrollment Agreement (the "**Term**") begins on its Commencement Date and is coterminous with the Customer Agreement. The "**Commencement Date**" is the first day of the first complete billing month after the parties sign this Enrollment Agreement. If the Customer 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 Agreement or terminate this Enrollment Agreement by giving Contractor 60 days' prior written notice.
2. **SERVICES** – Contractor Corporate-Liable Active Units may receive the pricing for wireless Services as provided under this Enrollment Agreement subject to Section 4 below.
3. **RESALE OF WIRELESS SERVICES AND SPRINT PRODUCTS.** Contractor acknowledges and agrees that this is a retail purchase agreement for use only by Contractor and its other Sprint-authorized end users as set forth in this Enrollment Agreement. Contractor may not resell or lease wireless Products and Services under this Enrollment Agreement. Notwithstanding the foregoing, Contractor may participate in the Sprint Wireless Recycling Program.
4. **ELIGIBILITY.** To be eligible for the wireless Services discounts under this Contractor Enrollment Agreement, 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 10 below. Sprint reserves the right, in its sole discretion, to verify Contractor's relationship with Customer. If at any time during the term of this Enrollment Agreement 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 Agreement or terminate this Enrollment Agreement by giving Contractor 60 days' prior written notice.
 - B. Contractor must execute and return this Enrollment Agreement 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 Agreement until its existing agreement has expired or is terminated. Existing agreements terminated for convenience are subject to early termination liability and other applicable charges and fees.
5. **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 Agreement.

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

- (1) Unless otherwise noted, Service Pricing Discounts apply to eligible monthly recurring charges ("**MRC**") before taxes and surcharges and after application of credits, or other discounts and rebates. Overage, usage-based, third party applications and services, certain business plan add-ons, and other charges (including certain network specific Products and Services) are not eligible 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, at Sprint's discretion.
- (2) **Effective Date of Discounts.** For new Corporate Liable Contractor Active Units (defined as an active piece of wireless Product that Contractor enrolls in a Business Plan), the discounts above apply no later than 60 days after the date of activation. For Corporate Liable Contractor Active Units activated prior to the Commencement Date under pre-existing

agreement(s) between Sprint and Contractor, Sprint will apply the discounts above no later than 60 days after the Commencement Date. Individual-Liable Active Units are eligible for the discounts above after contacting a Sprint representative and meeting the eligibility requirements in Section 8.A.

- B. 3G/4G Connection Card Plan.** The 3G/4G Connection Card 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. Contractor may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Contractor Lines domiciled in the United States.

(1) 3G/4G Connection Card Plan Charges

NET MRC	\$43.99
Data Services limitation in Gigabytes ("GB")	6 GB
Overage charge for additional data Services usage above plan limit	\$0.05 per MB ¹
Data Roaming limitation in Megabytes ("MB")	300
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ¹
Data Pooling	Not Included

¹ If Contractor's data usage in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Contractor will be liable for the overage charges set forth in the table above. Contractor may be liable for both overage charges if Contractor's usage in a given month exceeds both the plan's Data Services limitation and Data Roaming limitation.

- (a) The NET MRC in the table above is net of all discounts; Contractor's Service Pricing Discount does not apply.
- (b) The 3G/4G Connection Card Plan includes data usage up to the plan's Data Services limitation on the Sprint 4G Network, 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.
- (c) Roaming is not available on the Sprint 4G Network at this time.
- (d) Premium Services content is not available with this Business Plan.
- (e) 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 Contractor is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Contractor's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5GB/month total, 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.
- (f) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

- C. Sprint Voice Plan Add-Ons.** The following options may be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

- (1) BlackBerry Service Plan Add-On.** Contractor'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 Contractor before Contractor 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 Contractor.

- (a) Monthly Recurring Charges**

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

(i) The NET MRC in the table above is net of all discounts. Contractor's Service Pricing Discount is not applicable.

(ii) Voice Business Plan required.

(iii) BlackBerry Business Plans can only be activated on a BlackBerry device.

- (2) **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	NET MRC	Additional Messages
300 Messages	\$0	N/A
1000 Messages	\$5	\$0.20
Unlimited Messages	\$10	N/A

(a) The NET MRCs in the table above are net of all discounts. Contractor's Service Pricing Discount is not applicable.

- (3) **Sprint Premium Data.** Sprint Premium Data is required to be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC.

Data Plan	NET MRC
Sprint Premium Data	\$10.00

(a) The NET MRC in the table above is net of all discounts. Contractor's Service Pricing Discount is not applicable.

(b) Sprint Premium Data is required on certain Smartphones and eligible Business Plans that may vary by device. Contractor may contact its Sprint Account Representative for details.

D. MACHINE-TO-MACHINE DATA RATE PLANS.

- (1) Contractor must comply with the Machine-to-Machine Services Product Annex, which is incorporated into the Agreement as posted to the Rates and Conditions Website as of the date Contractor signs the Agreement. Unless specifically stated otherwise, activations on machine-to-machine data plans are not eligible for service credits, wireless device discounts, or rebates, and machine-to-machine data plans may not be purchased in conjunction with Sprint promotions, contests, or discounts. Contractor is not eligible for any promotional rate plans that Sprint may offer on a limited time basis or any Business Plan that is not specified in this section. Unless stated otherwise, Contractor is responsible for making its own arrangements to purchase wireless devices from third parties; alternatively, Contractor may purchase third party, non-Sprint branded wireless devices or equipment if priced in an agreement between Sprint and Contractor.
- (2) **Third Party M2M Devices.** Contractor is responsible for making its own arrangements to purchase wireless devices from third parties for use in Contractor's Bundled Service. Alternatively, Contractor may purchase third party, non-Sprint branded wireless devices or equipment from Sprint for use in Contractor's Bundled Service if such wireless devices or equipment are priced in an agreement between Sprint and Contractor. All such third party, non-Sprint branded wireless devices and equipment are referred to herein as "**Third Party M2M Devices.**"
- (3) **M2M Minimum Service Term.** Wireless Services require a minimum service term ("**Minimum Service Term**") that begins on the M2M Device activation date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. For Business Plans contained in this section, the Business Plan Minimum Service Term is 12 months unless otherwise stated. Minimum Service Term(s) are available at Contractor's My Sprint Business account or by contacting Contractor's Sprint Account Representative. Service terminations before the end of the Minimum Service Term are subject to a deactivation fee of up to \$50 per terminated M2M Device, in addition to any other Service charges that apply to the terminated M2M Device. No deactivation fees apply if Contractor cancels M2M wireless Services in compliance with Sprint's return policy. M2M Devices activated under an agreement that was superseded by this Agreement will remain subject to the early deactivation fee or early termination fee (as applicable) set forth in the superseded agreement until expiration of the original Minimum Service Term.
- (4) **Sprint 3G Data Access Plans for Business for Third Party M2M Devices.** Sprint Data Access Plans for Business for Third Party M2M Devices provide access to 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 M2M Device. Where the wireless high speed data network is available and a wireless high speed data-compatible M2M Device is used, the M2M Device will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability. The following MRCs apply to Sprint Data Access Plans for Business for Third Party M2M Devices:

Sprint Data Access Plans for Business for Third Party M2M Devices								
Plan Size	1MB	5MB	25MB	50MB	250MB	250MB	5GB	5GB
NET MRC	\$5.00 ¹	\$7.00 ¹	\$10.00 ¹	\$15.00 ¹	\$25.00 ¹	\$35.00 ¹	\$50.00 ¹	\$60.00 ¹

Sprint Data Access Plans for Business for Third Party M2M Devices								
Plan Size	1MB	5MB	25MB	50MB	250MB	250MB	5GB	5GB
Overage per KB	\$0.003	\$0.003	\$0.003	\$0.003	\$0.0003	\$0.0003	\$0.0003	\$0.0003
Data Pooling	Included	Included	Included	Included	Not Included	Included	Not Included	Included

¹ MRCs on these Business Plans are net of all discounts. Contractor's M2M or Wireless (as applicable) Service Pricing Discount does not apply.

(a) Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex apply.

(b) **Data Pooling.** If Data Pooling is included, data usage will be pooled among M2M Devices on Business Plans with the same Business Plan type, in the same pooling group, on the same Sprint network, and on the same billing account number. The 2 pooling groups are: (a) 1 MB to 50 MB plans; and (b) 250 MB and 5 GB plans (each a "**Pooling Group**").

6. 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 on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. Minimum Service Term(s) are available at Contractor's My Sprint Business account or by contacting Contractor's Sprint Account Representative. No early termination fees apply: (a) to wireless devices without a Minimum Service Term; or (b) if Contractor returns the Corporate-Liable Active Unit in compliance with Sprint's return policy.

A. Advanced Devices. Sprint may designate certain Corporate-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) mobile computing devices, such as certain tablets, a netbook or notebook; or (2) Smartphones. Service terminations before the end of the Minimum Service Term for an Advanced Device are subject to an early termination fee of up to \$350 per device, in addition to any other Service charges that apply to the terminated Advanced Device.

B. Other Devices. Service terminations before the end of the Minimum Service Term for all devices other than Advanced Devices are subject to an early termination fee of up to \$200 per device, in addition to any other Service charges that apply to the terminated Corporate-Liable Active Unit.

C. Pre-Existing Units. Corporate-Liable Active Units activated under an agreement that was superseded by this Enrollment Agreement will remain subject to the early termination fee set forth in the superseded agreement until expiration of the original Minimum Service Term.

7. WIRELESS DEVICES

A. Wireless Device Discount and Upgrade Terms. New Corporate-Liable Active Unit activations are eligible for national rebate and upgrade policies. Certain wireless devices may qualify for additional discounts at Sprint's sole discretion.

B. Activation Fees. A nonrefundable activation fee of \$36 applies to each Contractor billing account that is created during the Term. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.

C. Business Plans and Features. Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, add-ons features and equipment discounts may not be available on all wireless Products. More information is available by contacting Contractor's Sprint Account Representative.

8. CONTRACTOR EMPLOYEE DISCOUNT PROGRAM

A. Eligible Employees. New and existing Contractor Employee (or Individual-Liable) Active Units may receive the Contractor Individual-Liable Service Pricing Discount for eligible service charges and plans subject to and conditioned upon: (1) the Contractor Employee signing Sprint's consumer subscriber agreement; (2) the Contractor Employee providing to Sprint satisfactory evidence of employment with Contractor; and (3) the Contractor Employee complying with Sprint's current terms and restrictions regarding discounts as described in Sprint's consumer subscriber agreement. Contractor and Sprint will agree on methods for employment verification. However, Sprint reserves the right, in its sole discretion, to verify employee's employment with Contractor. Upon termination of this Enrollment Agreement for any reason, or upon the Contractor Employee's termination of employment with Contractor, Sprint may cease applying the Contractor Individual-Liable Active Unit Service Pricing Discount. Except for the Contractor Individual-Liable Active Unit Service Pricing Discount, and the conditions set forth above, Contractor 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.

9. 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 Agreement. Contractor understands that Customer has no liability in connection with the wireless Products and Services provided to Contractor by Sprint and is not responsible for any charges or obligations incurred by Contractor.
- B. Contractor accepts and agrees to Sprint's Standard Terms and Conditions for Communications Services ("**Standard Terms and Conditions**") as posted at www.sprint.com/ratesandconditions/ (the "**Rates and Conditions Website**"). The Standard Terms and Conditions are incorporated into this Enrollment Agreement and apply to all wireless Products and Services. For the purpose of the Standard Terms and Conditions as they apply to this Enrollment Agreement, "Customer" as it appears and is used in the Standard Terms and Conditions shall refer to "Contractor". 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**"). Capitalized terms not defined in this Enrollment Agreement are defined in the Standard Terms and Conditions or the Product Terms and Conditions.
- C. Contractor agrees that Sprint and Customer may modify and amend the rates, charges, discounts and terms and conditions under the Customer Agreement, which may result in a modification of the rates, charges, discounts and terms and conditions applicable to this Enrollment Agreement.
- D. Contractor acknowledges and agrees that this Enrollment Agreement must only be used by Contractor and Contractor's employees. If Contractor is an association, group purchasing organization, or other similar entity, Contractor must not: (i) use this Enrollment Agreement to purchase for its contractors, any association, group purchasing organization or other similar entity; or (ii) allow any other entities or individuals, (e.g., its contractors, affiliates, subsidiaries, members, franchisees, distributors, supplier, etc.) to purchase under this Enrollment Agreement.
- E. This Enrollment Agreement and any information concerning its terms and conditions are Sprint's Confidential Information and are governed by the Confidential Information provisions of the Standard Terms and Conditions. Sprint and Contractor agree not to disclose this Enrollment Agreement or any information in it to any third party, except as permitted by the Confidential Information provisions of the Standard Terms and Conditions.

10. DEFINITIONS

- A. "**Contractor**" means a legal entity (e.g., a corporation, limited liability company, or partnership) that: (i) is in good standing with the Secretary of State of its state of formation; (ii) purchases Customer's merchandise and; (iii) is a member of Customer's Pro Plus or Build.com customer programs and (iv) has passed Customer's credit application review process. Sprint reserves the right, in its sole discretion, to verify Contractor's relationship with 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 Agreement must be signed by an authorized representative of Contractor and delivered to Sprint and thereafter signed by an authorized representative of Sprint. Any modification, interlineation, addition, supplement and/or other change(s) to this Enrollment Agreement is subject to subsequent approval by Sprint.

(Contractor's Full Legal Name) By: _____ Name: _____ Print or Type Title: _____ Date: _____ Address: _____ _____ Contractor Email Address: _____	SPRINT SOLUTIONS, INC. , as contracting agent on behalf of the applicable Sprint affiliated entities providing Products and Services By: _____ Name: _____ Print or Type Title: _____ Date: _____ Address: _____ _____ _____
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