

**ATTACHMENT A-4
MEMBER ENROLLMENT FORM**

Sprint Solutions, Inc. ("Sprint") and _____ ("Member") entered into a Member Enrollment Form as part of the Agreement between Sprint and FOODBUY, LLC ("Agreement") BSG1708-0317 dated on or about _____ for Sprint to provide certain telecommunications services to Member. Members who have signed an Enrollment Form as part of the previous Agreement, BSG0910-0087, will not be required to sign a new Enrollment Form. This Member Enrollment Form is executed by and between Sprint and _____, as a Member of Committed Customer. A "Member," as defined in Section 8 below, is eligible to receive the rates, charges and discounts made available to Customer for Products and Services under the Agreement.

Sprint and Member agree as follows:

1. **TERM** - The term of this Member Enrollment Form begins on the Commencement Date and is coterminous with the Agreement's Term. The "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges. If the Agreement expires, or is not renewed by Committed Customer or Foodbuy, LLC., or is terminated by either Committed Customer, Foodbuy, LLC. or Sprint before the end of the stated term, Sprint may either adjust the discounts to Member as a condition for continuing to provide Services under this Member Enrollment Form or terminate this Member Enrollment Form by giving Member 60 days' prior written notice.
2. **SERVICES** – Member may receive the same rates, discounts and terms and conditions for Services as provided under the Agreement subject to Section 6 ("Eligibility") below. For wireless services, the above statement only applies to Member Corporate-Liable Active Units, and the discounts for Individual-Liable Active Units.
 - (a) Member 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.

Existing Member Corporate-Liable Service Pricing Discount	Existing Member Individual-Liable Service Pricing Discount
20%	20%

- (b) Any new Corporate-Liable and Individual-Liable units will be subject to a 24% Service Pricing Discount for applicable services
 - (c) 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, 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.
 - (d) **Effective Date of Discounts.** For new Corporate Liable Member Active Units (defined as an active piece of wireless Product that Member enrolls in a Business Plan), the discounts above apply no later than 60 days after the date of activation. For Corporate Liable Member Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Member, Sprint will apply the discounts above no later than 60 days after the Commencement Date. Individual-Liable Active Units are eligible for the discounts below after contacting a Sprint representative and meeting the eligibility requirements in Section 6.
3. **WIRELESS MINIMUM SERVICE TERM REQUIREMENT.** Wireless Services require a minimum service term ("**Minimum Service Term**") that begins on the wireless device activation 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 Member's My Sprint Business account or by contacting Member's Sprint Account Representative. No early termination fees apply if Member 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 a tablet, 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.

4. 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.** Sprint will waive the activation fee that applies to each Member 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 Member's Sprint Account Representative.

5. RESALE OF SERVICES AND SPRINT PRODUCTS - Member *acknowledges and agrees that this is a retail purchase agreement for use only by Member and its other Sprint-authorized end users as set forth in this Enrollment Agreement. Member may not resell or lease wireless Products and Services under this Enrollment Agreement. Notwithstanding the foregoing, Member may participate in the Sprint Wireless Recycling Program.*

6. ELIGIBILITY – Sprint's provision of Products and Services to Member is contingent on the following:

- (a) Member must meet the definition of Member during each billing month. If at any time during the term of this Member Enrollment Form, Member ceases to meet this definition, Sprint may either adjust the discounts to Member as a condition for continuing to provide wireless Services under this Member Enrollment Form or terminate this Member Enrollment Form by giving Member 60 days' prior written notice;
- (b) Member must not be purchasing the same Products or Services in this Agreement under an existing agreement with Sprint. If Member is subject to an existing agreement with Sprint, Member may purchase Products and Services under this Agreement only after the existing agreement expires or is terminated by mutual agreement.
- (c) Member must sign and return to this Member Enrollment Form to Sprint; and
- (d) Member must meet and maintain Sprint's credit approval.

7. OTHER TERMS AND CONDITIONS

- (a) Member is financially responsible for all charges and obligations incurred by it, and for its actions or omissions under this Member Enrollment Form. Member understands that Committed Customer has no liability in connection with the Services provided to Member by Sprint and is not responsible for any charges or obligations incurred by Member.
- (b) Member accepts and agrees to the terms and conditions of the Agreement, which terms and conditions are incorporated into this Member Enrollment Form. Capitalized terms not defined in this Member Enrollment Form are defined in the Agreement.
- (c) Member agrees that Sprint and COMMITTED CUSTOMER AND/OR FOODBUY, LLC may modify and amend the rates, charges, discounts, and terms and conditions in the Agreement, which modifications or amendments will result in a modification of the rates, charges, discounts, and terms and conditions applicable to this Member Enrollment Form.
- (d) If Member orders a Service with a minimum order term and terminates it before the expiration of the applicable order term, Member may be subject to early termination liabilities.
- (e) This Committed Customer Enrollment Form and any information concerning its terms and conditions are Sprint's Confidential and Proprietary Information. Sprint and Committed Customer agree not to disclose this Committed Customer Enrollment Form or any information in it to any third party, except Customer or as otherwise expressly permitted in writing between Committed Customer and Sprint.

8. DEFINITIONS

- (a) **"Member"** -- a legal entity that is a client of Committed Customer that has agreed in writing to authorize

Committed Customer to negotiate the commercial terms of purchasing contracts on its behalf or has outsourced all or a portion of its purchasing functions to Committed Customer by written agreement.

(b) "Member Corporate-Liable Active Unit" – an Active Unit activated by Member for its end use and for which Member is financially liable for wireless services.

(c) "Member Individual-Liable Active Unit" – an Active Unit activated by an Employee of Member and for which the Employee is financially responsible for wireless services. Except for the Individual-Liable Active Unit Service Pricing Discount, Individual-Liable Active Units are governed exclusively by the terms and conditions in the consumer subscriber agreement.

In order to become effective this Member Enrollment Form must be duly executed by a duly authorized representative of Member 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 Member Enrollment Form is subject to subsequent approval at Sprint Corporate Headquarters.

SPRINT SOLUTIONS, INC.

(Member Legal Name)

as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services

By: _____
Authorized Signature

By: _____
Authorized Signature

Date: _____

Date: _____

Name and Title: _____
(please type or print)

Name and Title: _____
(please type or print)

Address: _____

Address: _____

E-mail: _____