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GOVERNMENT MASTER SERVICES AGREEMENT

THIS GOVERNMENT MASTER SERVICES AGREEMENT is made this 15 day of June, 2007 (the "Effective Date") by and between Sprint Solutions, Inc., a Delaware corporation, with its principle place of business at 2001 Edmund Halley Drive, Reston, Virginia 20191, on behalf of the affiliated entities providing the Products and Services ("Sprint"), and The City of Long Beach, California, with an address at 333 Ocean Blvd., 12th Floor, Long Beach, CA 90802 ("Customer").

1. GENERAL.

- 1.1. **Applicability.** This Agreement contains general provisions that apply to all Sprint Products and Services that Customer is eligible to purchase under the Agreement. The "Agreement" refers to this written contract signed by Customer for the purchase of Products and Services, including all attachments, other documents incorporated by reference, and all related Order(s).
- 1.2. **Eligibility.** The terms and conditions of this Agreement have been customized for federal, state, and local government entities and agencies. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.
- 1.3. **Rates and Conditions Website.** Customer's use of a particular Sprint Product or Service is also governed by the related product or service-specific terms and conditions, which (if not attached to this Agreement) are found in the applicable Tariffs, Sprint Schedules, or Product-specific Terms accessible from or posted on the Rates and Conditions Website on the date Customer signs this Agreement.
- 1.4. **Order of Precedence.** Customer's solicitation for proposals and Sprint's response are incorporated into the Agreement by this reference. If any conflict or inconsistency exists between or among provisions within the documents that form the Agreement, the following order of precedence will apply: (a) this Agreement, including all relevant attachments; (b) if applicable, Sprint's response to Customer's request for proposal or similar solicitation; and (c) Customer's solicitation. Furthermore, specific terms will control over general provisions and separately negotiated or added terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing.
- 1.5. **Defined Terms.** Capitalized terms will have the meanings assigned in the Agreement, or at Section 15 of this Agreement, or in the applicable Sprint Tariffs, Schedules or Product-specific Terms.

2. TERM.

The "Term" of this Agreement is 12 months beginning on the Effective Date.

3. ATTACHMENTS.

The following attachments are incorporated into this Agreement by this reference:

- Attachment A: Wireless Services Business Plans & Policies
- Attachment B: Interexchange (Long Distance) Services Plans & Policies
- Attachment C: Wireless Services Product Annex
- Attachment D: Sprint PCS Data Link for Wireless WAN Product Annex
- Attachment E: SprintLink Frame Relay Service - Product Annex
- Attachment F: Sprint Managed Network Services Product Annex
- Attachment G: Sprint Acceptable Use Policy

4. CHARGES.

4.1. Orders.

- A. **Rates.** During the Order Term, Customer will pay Sprint the rates and charges for a particular Product or Service as set forth in the Agreement.
- B. **Cancellation.** Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any reasonable actual costs incurred by Sprint due to Customer's cancellation.
- C. **Orders.** Orders describe the Products and Services being purchased, including quantity, delivery destinations, requested delivery dates, and any other information required by the Agreement. Except as required by applicable law or regulation, any additional or inconsistent terms and conditions appearing in an Order or in any acknowledgment or acceptance of an Order are null and void.

4.2. Fixed Rates and Percentage Discounts.

Except as expressly stated otherwise in the Agreement, rates that are stated as a flat or fixed recurring or non-recurring charge will not change during the Term. If pricing is shown in the Agreement only as a percentage discount off a separately disclosed rate, the percentage

discount is fixed for the Term, but Sprint may modify the underlying rate to which the percentage discount is applied on no less than 15 days' notice. Sprint will provide credits to offset any change in rates that occurs prior to the required notice period.

- 4.3. Rate Adjustments.** Sprint may adjust its rates and charges or impose additional fees, charges or surcharges on Customer to recover amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf, or to pay to others in support of statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. Examples of such charges include, but are not limited to, state and federal Universal Service Fund Charges, Compensation to Payphone Providers, International Mobile Termination Charges, E911 or Wireless Pooling or Local Number Portability surcharges, as applicable. Cost recovery charges are not taxes or government required charges. Sprint may impose additional charges or surcharges, or establish new rate elements, to recover amounts Sprint is charged for terminating or originating a call to mobile or like service or to a routing code established for mobile or like services.

4.4. Taxes.

- A. Tax Exemptions.** Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and will not bill the Customer for any such exempted taxes.
- B. Taxes Not Included.** Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all applicable taxes for which it does not hold a valid tax exemption, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.
- C. Withholding Taxes.** Notwithstanding any other provision of the Agreement, if Customer's jurisdiction requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received but for the deduction or withholding.
- D. Exclusions.** Customer will not be responsible for payment of Sprint's direct income taxes and employment taxes.

5. BILLING AND PAYMENT.

5.1. Invoicing.

- A. Commencement of Invoicing.** Unless otherwise specified in the Agreement, Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the later of:
- (1) the date the Products or Services are installed and made available;
 - (2) the delivery date specified in the Order; or
 - (3) the first day of the first bill cycle after the Effective Date.
- B. Delays.** If Sprint cannot deliver the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time after 30 days from the Effective Date.
- C.** For recurring Services, Sprint generally bills fixed service charges in advance and usage-based charges in arrears.

- 5.2. Payment Date.** Subject to applicable law or regulation, Customer must pay all undisputed amounts within 30 days of the due date. Unless otherwise defined in a pricing attachment to this Agreement, payments are due upon receipt of invoice. Subject to applicable law or regulation, if Customer fails to make such payment within 10 days of receiving Sprint's written notice of nonpayment, Sprint may suspend or terminate the Products or Services. Customer may not offset disputed amounts from one invoice against payments due on another account.

- 5.3. Late Charges.** Subject to applicable law or regulation, all undisputed charges that remain unpaid 30 days after the due date are subject to a late charge up to the maximum rate allowed by law. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due.

- 5.4. Disputed Invoice Charges.** If Customer disputes a charge in good faith, it may withhold payment of that charge so long as Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with Sprint to promptly resolve any disputed charge. If the parties determine, in good faith, that the disputed charge is valid, Customer will pay the charge promptly (but no later than the

payment of its next invoice received after the determination). If the dispute relates to billing errors, Sprint may credit or debit, as applicable, the net difference between any discovered overcharge or undercharge. This provision does not modify any payment dispute provisions in an applicable Tariff.

6. **CREDIT APPROVAL FOR NON-GOVERNMENTAL ENTITIES.** Sprint's provision of Products and Services to non-governmental entities may be subject to Sprint credit approval. Sprint may require a deposit or other form of security during the credit approval process. Additionally, if Customer's financial circumstances or payment history becomes reasonably unacceptable to Sprint, Sprint may require adequate assurance of future payment, including a deposit or additional deposit, advance payment or other form of security. Sprint may provide payment history or other billing/charge information about the non-governmental entity to any credit reporting agency or industry clearinghouse.
7. **WARRANTIES.** EXCEPT AS, AND THEN ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT, APPLICABLE PROVISIONS OF ANY SOFTWARE LICENSE PROVIDED UNDER SECTION 8.4, OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE .
8. **EQUIPMENT AND SOFTWARE.**

8.1. **Products.** Sprint does not manufacture Products and, except as provided in the Agreement, is not responsible for any defects in the Products or for the acts or omissions of the original equipment manufacturer. Sprint will serve as Customer's initial and primary point of contact for claims under all original Product manufacturer warranties. Original manufacturer's warranties become effective upon date of delivery to Customer.

8.2. **Sprint Assets Located at Customer's Premises.** For certain Services, Sprint may furnish its own equipment to be used at Customer's location in connection with the Services ("Sprint On-Site Equipment"). Sprint retains all rights, title and property interests to Sprint On-Site Equipment , whether or not embedded in or attached to Customer's real or personal property. Customer neither owns nor will acquire any right of ownership to any Sprint On-Site Equipment. Upon termination or expiration of the Agreement or any applicable Order, Customer will surrender and immediately return Sprint On-Site Equipment to Sprint or will provide Sprint with access to reclaim Sprint On-Site Equipment.

8.3. **Customer or Third Party Equipment.** Customer is responsible for any Customer or third party equipment located at the Customer's premises, other than Sprint On-Site Equipment, that impair Product or Service quality. Upon notice from Sprint of an impairment to the Products or Services, Customer will promptly cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where reasonably practical. At Customer's request, Sprint will work with the Customer to troubleshoot the source of the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Sprint Products or Services causes equipment or software used by the Customer to become obsolete, require alteration, or perform at lower levels.

8.4. **Software Provided by Sprint.**

A. **Terms of License.** As part of the provision of certain Products and Services, Sprint may furnish software owned by Sprint or its third party suppliers or partners to Customer. Sprint provides Customer with the license terms and conditions applicable to the use of certain software programs, whether installed separately or embedded within Products, through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation, or copies posted on the Rates and Conditions Website. Any applicable license will control and govern Customer's use of the software.

B. **General Licensing Terms and Conditions.** Except as otherwise provided for under a specific license, Customer receives a non-exclusive, non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the license. Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

C. **Ownership.** Except as specified in the Agreement, Sprint or its suppliers retain title and property rights to all software, whether installed separately or embedded within Products. Customer neither owns nor will acquire any right of ownership to any such software, including, but not limited to, copies, and any related patents, copyrights, or trademarks. Upon termination or expiration of the Agreement or any applicable Order, Customer will surrender and immediately return software, including all copies, to

Sprint or will provide certification that it has deleted and destroyed all Sprint-provided software from Customer-owned Equipment.

D. Prohibitions. Except as provided under the applicable licensing terms and conditions, Customer, as licensee, is not granted any rights to:

- (1) use the software on behalf of third parties or for time share or service bureau activities;
- (2) any source code, and will not reverse engineer, decompile, modify, enhance, or copy Sprint-provided software, or prepare any derivative works from such software

9. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose, including, but not limited to, resale of Products or Services or press releases, without the other party's prior written consent.

10. CUSTOMER RESPONSIBILITIES.

10.1. Installation. Customer will provide reasonable cooperation to enable Sprint or its agents to install the Products and Services (including applicable Sprint On-Site Equipment). Customer is responsible for damage to Sprint On-Site Equipment caused by Customer's negligence or willful misconduct, excluding reasonable wear and tear or damage caused by Sprint or its agents. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Sprint Tariffs, Sprint Schedules, or Product-specific Terms.

10.2. Use of Products and Services.

A. Acceptable Use Policy. If Customer purchases Products or Services that connect to or flow over the Internet, Customer must conform to the Sprint acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint. A copy of the acceptable use policy, current as of the Effective Date, is included as Attachment G to this Agreement.

B. Abuse and Fraud. Customer will not: (1) use Products or Services for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or (2) use Products or Services in such a manner that causes interference with Sprint's or another's use of the Sprint network. Customer will promptly cooperate with Sprint to prevent unauthorized access by third parties of the Products and Services via Customer's facilities.

C. Liability for Content. Sprint is not liable or responsible for the content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer. Customer is solely responsible for claims alleged to arise in any way from information, data, or messages transmitted over the Sprint network by Customer, or Customer's own users or agents.

D. Permits, Licenses and Consents. Customer will obtain, maintain and abide by all required permits, licenses, or consents (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) that may be applicable to its use of the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business. Sprint is not responsible for Customer's failure to obtain or maintain applicable permits, licenses, or consents associated with its use of Products or Services.

E. Wireless and Professional Services Resale Prohibited. Under no circumstances may Customer resell active wireless Products, Sprint wireless Services, or Sprint professional services. Customer is free to dispose of Sprint wireless Products as it wishes once those Products have been deactivated from Sprint Services.

F. Wireline Resale.

- (1) **General.** Subject to any provisions governing resale in Sprint Tariffs or applicable laws or regulations, Customer represents and warrants, on behalf of itself and its Affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell wireline Services or engage in other activity that would require Sprint to verify Customer's authorization as a reseller as required by law or regulation.
- (2) **Wireline Services.** These provisions are not intended to prohibit resale of certain wireline services, but to require compliance with the rules and regulations of the FCC, such as 47 C.F.R. § 64.1195, state public utility commissions and other governmental bodies with jurisdiction over the provision of communications services for resale. **The permitted resale of Sprint wireline Services is subject to the Sprint Resale Terms and Conditions posted on the Rates and Conditions Website.**

(3) **Internet Service Providers.** An Internet Service Provider ("ISP") is a Customer that, directly or indirectly, provides third parties with the use of Sprint Internet access services in its ordinary course of business. **ISPs are subject to the Internet Service Providers Product Annex posted on the Rates and Conditions Website.**

G. Access at Customer Premise. For Sprint-provided access, Sprint will provide the connection between the Sprint Point of Presence and the Demarcation Point. Customer is responsible for the connection, i.e. cable or wire, between the Demarcation Point and the Customer's suite. For Customer-provided access, Customer is responsible for the access from Customer's premise to the Sprint Point of Presence or Sprint Point of Presence Serving Wire Center, dependent on the access arrangement being purchased.

H. Foreign Telecommunications Administrations. For certain international Products and Services, Customer must comply with any limitations or prohibitions imposed by Foreign Telecommunications Administrations ("FTAs") upon the FTA-provided portion of end-to-end international services.

I. Agent Designation. For services specified in the Order, and as required by law, regulation, other service providers, or the terms of the Agreement, Customer appoints the applicable Sprint entity providing the Products and Services as its agent during the Term for the limited purpose of procuring, ordering, leasing, or purchasing Products and Services, including but not limited to, local access and customer premise equipment necessary for the provision of the Products and Services from authorized providers in countries where Sprint does not hold regulatory authority to provide such International Service. Except to perform its duties in accordance with the Order, Sprint will not make any representation or incur any liability for Customer.

11. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

11.1. Confidential Information. "Confidential Information" includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, and marketing or sales plans. Each party may disclose Confidential Information only to its subsidiaries, affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services. Except as set forth in Sections 11.2 and 11.3, all other disclosures of Confidential Information to third parties are prohibited during the Term and for 2 years following the expiration of the Term.

11.2. Exceptions. The restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; or (D) is developed independently by the receiving party without reference to the Confidential Information.

11.3. FOIA. Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any intended FOIA disclosures or post-execution FOIA requests, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint confidential and proprietary information, consistent with all applicable laws and regulations.

11.4. Customer Proprietary Network Information.

A. As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type, destination, location, and amount of Products and Services Customer uses, as well as other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right to the privacy of CPNI and Sprint has a duty to protect the confidentiality of CPNI. Nevertheless, Sprint may release information about its customers, including but not limited to CPNI, to comply with applicable laws, summons, subpoenas and court orders, to protect the rights, property, or safety of Sprint customers, the public, or Sprint, and to respond to emergencies where there is a reasonable belief of immediate risk of death or serious physical injury.

B. To serve Customer in the most effective and efficient manner, Sprint may use or share CPNI with Sprint Affiliates for purposes of identifying and offering other Sprint products and services that may interest Customer. Sprint may also use CPNI to provide Customer with communications-related products and services or special promotions concerning products and services other than those to which Customer already subscribes. Customer permission to use CPNI for these purposes is valid until

revoked. If Customer seeks to stop Sprint from using CPNI to offer these unrelated products and services, Customer may call 888-212-2145 for wireline services and 800-865-7786 for wireless services. Users who are deaf or hard of hearing may dial 800-877-8973 to contact a TTY operator and then ask the TTY operator to dial 888-212-2145 or 800-865-7786 to notify Sprint that Customer does not want Sprint to use CPNI for these purposes. Customer consent will help Sprint tailor its offerings to Customer's interests. Withholding consent will not affect Customer's current service with Sprint.

- 11.5. Privacy and Interception of Communications.** Although federal and state laws make it illegal for third parties to listen in on Customer's service, Sprint cannot guarantee the privacy of Customer's use of Products or Services. Sprint is not liable to Customer or to any third party for any eavesdropping or interception of Customer's communications under this Agreement. Customer acknowledges that information identifying Customer and calls made by Customer may appear on the equipment or bill of recipients of Customer's communications. Sprint may access, use, disclose, record, or monitor any communications to or from Customer or any other person to protect Sprint's rights or property or those of other customers, to the extent permitted by law.

12. LIMITATIONS OF LIABILITY.

- 12.1. Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement (other than wireless Service disruption) is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Products and Services in the 12 months preceding the month in which the damage occurred. Customer's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision.
- 12.2. Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES
- 12.3. Unauthorized Access.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by Sprint's negligence or willful misconduct, Sprint is not responsible for unauthorized access to Customer's transmission facilities or Customer premise equipment by individuals or entities, or for unauthorized access to, or alteration, theft, or destruction of Customer's data files, programs or other information through accident, wrongful means or any other cause.
- 12.4. Transmission over Sprint Network.** Sprint is not liable for any third-party content accessed through Products and Services. Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from information, data, or messages transmitted over the Sprint network by Customer, or by Customer's own customers or agents, including but not limited to: (A) claims for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) claims for infringement of patents arising from the use of equipment, hardware, or software not provided by Sprint; and (C) claims based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content.

13. INDEMNIFICATION.

- 13.1. Personal Injury, Death or Damage to Personal Property.** Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the gross negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.
- 13.2. Intellectual Property.**
- A. Scope of Indemnity.** Sprint will defend and pay all court awarded damages for claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party's trade secrets. For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may at its option and expense either procure the right for Customer to continue using the Services, replace or modify the Services with comparable Services, or terminate the Service.

- B. Limitations.** Sprint's obligations under this Section 13.2 will not apply to the extent that the infringement or violation is caused by: (1) a modification to Sprint-provided software equipment or Services by Customer (or any person or entity acting on Customer's behalf); (2) functional or other specifications that were provided by or requested by Customer; (3) Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement; or (4) Customer uses the Services in a manner that causes Customer and Sprint to come into competition for third parties seeking to purchase Services.
- C.** This Section 13.2 states the entire liability and obligations of Sprint and any of its affiliates or licensors, and the exclusive remedy of Customer, with respect to any actual or alleged infringement in whole or in part of any patent, copyright, trade secret, trademark or other intellectual property right by the Services.

13.3. Rights of Indemnified Party. To be indemnified, Customer must promptly notify Sprint in writing of the claim (unless Sprint already has notice of the claim) and give Sprint full and complete authority, information and assistance for the claim's defense and settlement. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense. Sprint will consult with Customer before making any offer of settlement or setting a definitive trial strategy. To be indemnified under this Section, Customer must not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim.

14. TERMINATION.

14.1. Sprint Right to Terminate.

- A.** Sprint may immediately suspend or terminate Products or Services or the Agreement in its entirety if Customer fails to cure any material breach of the Agreement within 30 days after receiving Sprint's written notice of such breach; or if Customer provides false or deceptive information when establishing, using or paying for Services; or if Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services; or if Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under the Agreement.
- B.** If Sprint terminates the Agreement under this Section 14.1, Customer will be liable for any Products and Services provided up to the date of termination. Sprint must invoice all applicable charges within 90 days after the date of termination.

14.2. Customer Right to Terminate.

- A. Material Failure.** If Sprint materially fails to provide Products or Services, Customer may terminate the affected Products or Services if Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice. If Sprint fails to cure, then Customer may terminate the affected Products or Services effective 30 days after Sprint's receipt of Customer's written notice to terminate. Sprint's material failure does not include force majeure events as defined in Section 15 of this Agreement.
- B. Termination for Convenience.** Customer may terminate this Agreement during the Term by providing 30 days' written notice to Sprint. If Customer exercises its right to terminate for convenience, Customer must pay Sprint all fees and charges for Products and Services received up to the effective date of termination.
- C. Termination for Nonappropriation.** Customer may terminate this Agreement at the end of the then-current fiscal period without incurring any form of termination liability only when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination. Customer will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Sprint's request, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term. If Customer terminates the Agreement in part or in whole under this nonappropriation provision, Customer will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination. This obligation will survive termination of the Agreement.

14.3. Repayment of Out-of-Pocket Charges, Amortized Expenses, Credits, and Waived Charges.

- A. Out-of-Pocket Charges.** Certain Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," "Access Term Plan," or similar language. If

Customer terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), or if Sprint terminates an Order under Section 14.1, then Customer will pay the following charges, which represent Sprint's reasonable out-of-pocket expenses advanced on Customer's behalf:

- (1) **Dedicated Access Orders.** A lump sum equal to the applicable monthly charges for any DS3 or greater dedicated access circuit, multiplied by the number of months remaining in the Order Term; and
- (2) **Third Party Liability.** Any liabilities imposed on Sprint by third parties, such as local exchange carriers or PTTs, as a result of Customer's early termination.

B. Waiver of Order Term Liabilities. Upon prior approval of Sprint, Customer will not be liable for the out-of-pocket charges in Section 14.3.A above if Customer orders another Service of the same or greater monthly price with an Order Term no less than the remaining months in the initial Order Term (or one year, whichever is greater) at the same time Customer provides Sprint with the termination notice. Such approval will be in Sprint's reasonable discretion and based upon financial and other business considerations.

C. Repayment of Amortized Expenses, Credits or Waived Charges. If, before the end of the Term, Sprint terminates an Order or the Agreement due to Customer's material breach or Customer terminates an Order or the Agreement (unless due to nonappropriations or Sprint's material breach), Customer will repay Sprint a pro rata portion of all credits issued, installation charges or initialization fees waived, and other amounts to recoup Sprint's up-front expenses in providing Products and Services that had been amortized over the entire Term, based upon the number of months remaining in the Term at the time of termination. Customer may also be responsible for Sprint's reasonable costs of settlement with subcontractors and other third parties. This provision does not apply to service level credits issued for Service outages.

14.4. Wireline Service Disconnection. For Domestic Services, Sprint will have up to 30 days to complete disconnection. For non-Domestic Services, Sprint may require a longer period. Customer will be responsible for all charges through the later of the 30th day after Sprint received the disconnect notice, or the date Customer stops using the Services. For a notice of disconnect to be effective, Customer must provide written information necessary for Sprint to complete the disconnect, such as a completed Disconnect Firm Order Commitment for Customer-provided access. Failure to provide such required information may result in Sprint's revocation of Connecting Facility Assignments from Sprint to the Local Exchange Carrier ("LEC"). Customer will be liable for any resulting charges imposed by the LEC.

15. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts beyond the control of the responsible party. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, malicious, criminal and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

16. DEFINITIONS.

- 16.1.** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- 16.2.** "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges. Unless defined otherwise in the Agreement, the Term begins on the Commencement Date.
- 16.3.** "Demarcation Point" means the point of interconnection between the local access provider's telecommunications facilities and the terminal equipment, protective apparatus or wiring at a Customer premise. The Demarcation Point is an established location agreed upon by the local access provider and Customer.
- 16.4.** "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Sprint Tariffs, Sprint Schedules, or Product-specific Terms.
- 16.5.** "Effective Date" is the date both parties have signed the Agreement.
- 16.6.** "Order" (or "Purchase Order") means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Sprint Products and Services, and the quantity ordered.

- 16.7. "Order Term" means the term designated in the Order for an individual Order.
- 16.8. "Product(s)" includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 16.9. "Product-specific Terms" refers to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms not attached to this Agreement are incorporated as of the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- 16.10. "Rates and Conditions Website" means the website found at <http://www.sprint.com/ratesandconditions/>.
- 16.11. "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under the Agreement, excluding Products.
- 16.12. "Sprint" as used in this Agreement means the Sprint or Nextel company identified in this Agreement or the Order as providing the specific Products or Services.
- 16.13. "Sprint Schedule(s)" are the terms and conditions governing Sprint's provision of certain Domestic and international interexchange Services that were detariffed by order of the Federal Communications Commission ("FCC"). Sprint Schedules are subject to change during the Term under the rules and authority of the FCC. Sprint Schedules supplement the Agreement where required by law for applicable Services. **Sprint Schedules are posted on the Rates and Conditions Website.**
- 16.14. "Tariffs" means the Sprint competitive local exchange carrier or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Sprint Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies. If, during the Term, Sprint entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Sprint Tariffs supersede the Agreement where required by law for certain wireline Services. **Sprint Tariffs are accessible from the Rates and Conditions Website.**
- 17. MISCELLANEOUS.**
- 17.1. **Education Customers and Programs.** Customers seeking funds through the Universal Service Schools and Libraries Funding Mechanism ("E-Rate Program") or state or local corollaries to the E-Rate Program are subject to the "Schools and Libraries Funding Programs Annex" posted on the Rates and Conditions Website.
- 17.2. **Independent Contractor.** Sprint provides the Products and Services in this Agreement as an independent contractor. Nothing in this Agreement will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- 17.3. **No Waiver of Rights.** The failure to exercise any right under this Agreement does not operate to waive the party's right to exercise that right or any other in the future.
- 17.4. **Limitation on Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 17.5. **Governing Laws.** The Agreement will be governed by the laws of the state where Products or Services are received by Customer, without regard to its choice of law principles.
- 17.6. **Dispute Resolution**
- A. Arbitration.** Any dispute arising out of or relating to the Agreement or Order that cannot be resolved through negotiation may, at the option of the parties, be finally settled by arbitration. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. If the dispute relates to Sprint's provision of Non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. Arbitration proceedings will not include class action arbitration.
- B. [RESERVED]**
- 17.7. **Assignment.** Neither party may assign any rights or obligations under an Agreement or Order without prior written consent of the other party, except that Sprint may assign the Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to Customer.
- 17.8. **Amendments.** The Agreement may only be amended in a writing signed by both parties' authorized representatives.

- 17.9. **Notice.** Notices required under the Agreement must be submitted in writing to the party's address for notice listed in the Agreement or Order and, in the case of a dispute, notices must also be sent to:

Sprint
Attn: Law Dept. – Public Sector
2001 Edmund Halley Drive, 4th Floor
Reston, VA 20191
Fax: (703) 433-4034

- 17.10. **Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.11. **URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by Sprint.
- 17.12. **Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.13. **Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules and Tariffs, or exhibits, along with the related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute a single agreement.
18. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by a Customer representative with the authority to commit Customer to this Agreement; (b) delivered to Sprint on or before July 8, 2007; and (c) signed by a Sprint officer or authorized designee with the authority to commit Sprint to this Agreement. Alterations to this Agreement are not valid unless accepted in writing by both parties. Upon expiration of the Agreement, Sprint may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and pricing in this Agreement, excluding minimum commitments, or, with advance notice, at standard list, tariff or Schedule pricing, unless either party provides 30 days advance written notice to terminate.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement.

City of Long Beach

ASSISTANT

By:

Name:

Title:

Date:

Christine J. Shipper
Gerald R. Miller
City Manager
6-15-07

Sprint Solutions, Inc.

By:

Name:

Title:

Date:

Rita Fistere
Rita Fistere
Director, Contracts
Negotiations & Management
6-11-07

Sprint — Approved
as to Legal Form

SKM — 8 Jun 2007

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.



APPROVED AS TO FORM
June 13, 2007
ROBERT E. SHANNON, City Attorney
Robert E. Shannon
DEPUTY CITY ATTORNEY

ATTACHMENT A WIRELESS SERVICES TERM AND VOLUME DISCOUNT

1. GOVERNMENT DISCOUNT PROGRAM ("GDP").

- 1.1 Effective Date of Discounts.** For new "Active Units" (defined as an active piece of wireless Product that Customer enrolls in a Business Plan under the Agreement), the discounts below apply as of the Commencement Date. For Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts below no later than 60 days after the Commencement Date.
- 1.2 Government Discount.** The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Customer-Liable Active Units.

Network	Government Service Pricing Discount	Individual-Liable Service Pricing Discount
Sprint PCS Nationwide Network	22%	15%

- 1.3 How Calculated.** Service Pricing Discounts apply to eligible MRCs before taxes and surcharges and after calculation of all other discounts, rebates, service credits or other account credits. Eligible MRCs are defined in the applicable pricing attachment. Service Pricing Discounts apply to all Business Plans listed in this Agreement and to certain promotional rate plans offered by Sprint on a limited time basis. Additional pricing discount business rules are found in the attached Business Plans & Policies.
- 1.4 Prices and Promotions.** Prices listed in this Agreement do not reflect the application of promotions, offers, or discounts, including Customer's discount under the GDP, and may not apply if a third party sales agent is involved in the transaction in any way. Promotions and discounts may not be available with certain Plans at Sprint's sole discretion.
- 1.5 Fixed Rate Plans.** The wireless business plans identified in the pricing schedules of this Agreement will remain fixed for the Term. Sprint may modify terms, features, rates, or charges associated with other wireless business plans that may be available to Customer (but not identified in this Agreement) on 30 days' written notice to Customer.
- 1.6 Eligibility.** Only Customer-Liable Active Units or Individual-Liable Active Units that are included in Customer's Sprint account hierarchy are eligible for the GDP. It may take up to 2 invoicing cycles to move pre-existing Customer-Liable Active Units to the same invoicing cycle in order to start receiving the Government Discount. Customer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the Government Discount.
- 2. PROVISION OF SPRINT PCS PRODUCTS AND SERVICES.** Sprint Spectrum L.P. provides the Sprint PCS Products and Services operating on the Nationwide Sprint PCS® Network listed in the Agreement. All terms and conditions in this Attachment only refer to Sprint PCS Active Units operating on the Nationwide Sprint PCS Network.
- 3. SPRINT PCS AFFILIATES.** Pricing in this Attachment may not be available to Active Units activated in Sprint PCS Affiliate Markets.
- 4. SPRINT PCS PLANS FOR BUSINESS**
- 4.1 Voice Plans.** Customer may select any retail wireless Service plan under this Agreement. Unless noted otherwise at the time of purchase, the GDP will apply to retail Service plans.
- 4.2 SPRINT CONNECTION CARD PLAN**
- A. Monthly Recurring Charges**

MRC	\$39.99	\$49.99 (Net of all Discounts)
Data Services in Megabytes ("MB")	40MB	Unlimited
Overage Per Kilobyte	\$0.001/KB	Not Applicable
Monthly Maximum Charge (KBs of usage become unlimited after the maximum during the monthly usage period)	\$99.99	Not Applicable
Voice Calls, Including Long Distance (if card is capable)	\$0.20 Per Minute	\$0.20 Per Minute

Note 1 All pricing and available MBs are the same whether Corporate-Liable Active Units use the wireless high speed data network or the 1xRTT network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible connection card. Where the wireless high speed data network is available and a wireless high speed data-compatible connection card is used, Corporate-Liable Active Unit will first attempt to connect to the wireless high speed data network, then default to the 1xRTT network depending on coverage and network availability.

4.3 SPRINT PCS DATA LINK ELEMENTS

A. IP Addresses. Customer must select between Sprint-provided static or dynamic IP address blocks, or Customer may provide its own IP Addresses. Sprint will charge Customer the MRCs listed in the table below for static IP addresses. Sprint will not charge Customer MRCs for Sprint-provided dynamic IP addresses or Customer-provided IP addresses.

(a) Sprint-provided Static IP Addresses

MRC	Useable Static IP Address Blocks
\$ 42.00	14
\$ 90.00	30
\$ 186.00	62
\$ 378.00	126
\$ 762.00	254
\$1,524.00	508
\$3,060.00	1020

(b) Sprint-provided Dynamic IP Addresses

MRC	Useable Dynamic IP Address Blocks
None	14
None	30
None	62
None	126
None	254
None	508
None	1020

(2) Non-Recurring Charges. Sprint will charge Customer \$250.00 as a non-recurring charge for setup costs. These non-recurring charges apply to both Sprint-provided and Customer-provided IP addresses.

B. Wireline Component

(1) Sprint PCS Data Link for Wireless WAN requires a dedicated connection between the Nationwide Sprint PCS Network and Customer's wireline network. Customer must have wireline services via MPLS VPN, IP VPN, or SprintLink Frame Relay under a separate agreement with Sprint or another provider acceptable to Sprint, as Sprint decides in its sole discretion.

(2) Customer selects one of the following wireline implementation options for Sprint PCS Data Link for Mobile Access (must select one):

_____ **Option 1 - Sprint PCS Data Link for Mobile Access via IP VPN**

XX **Option 2 - Sprint PCS Data Link for Mobile Access via SprintLink Frame Relay**

_____ **Option 3 - Sprint PCS Data Link for Mobile Access via MPLS VPN**

C. Additional Terms. Customer must comply with the Sprint PCS Data Link for Wireless WAN Product Annex, included as Attachment D to this Agreement.

5. ELECTRONIC BILLING PRODUCTS.

- 5.1** The following electronic billing products are offered for customers desiring electronic invoice data. Each electronic billing product provides Corporate-Liable Active Unit call detail record ("CDR") information. **Sprint offers these products under the "Electronic Invoice Reporting and Analytics Product Annex" which is available for review at www.sprint.com/ratesandconditions and can be attached to this Agreement at Customer's request.** The MRCs are as follows:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	MRC	One-time Set-up Fee
eBilling & Analysis	3 months	12 months	\$35.00	\$200.00
Electronic Bill Transfer (EBT)	2 months	N/A	Not Applicable	Not Applicable
Electronic Data Interchange (EDI)	1 month	N/A	Not Applicable	Not Applicable

- 5.2** Customer may choose 1 electronic billing product, or eBilling & Analysis and either EDI or EBT. Customer may not choose the EDI and EBT products together. Upon 30 days prior written notice, Sprint reserves the right to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product.
- 5.3** Customer will receive a summary invoice (without CDR information) or a remittance invoice at no additional charge. If Customer chooses to receive a detailed paper invoice along with an electronic billing product, the following MRCs will apply.

Corporate-Liable Active Units	MRC
5-500	\$ 100.00
500+	\$ 250.00

6. EMPLOYEE DISCOUNT PROGRAM.

- 6.1 Eligible Employees.** New and existing Employee (or Individual-Liable) Active Units may receive the Individual-Liable Service Pricing Discount in the table 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 Customer, Sprint may cease applying the Individual-Liable Service Pricing Discount. Except for the Individual-Liable Service Pricing Discount, Individual-Liable Active Units are subject to the terms and conditions in the consumer subscriber agreement.
- 6.2 Communications.** Customer will communicate this Employee Discount Program to all Employees within 30 days of the Effective Date. Customer and Sprint will agree on processes for Sprint to present promotional offers and sell to Employees, such as allowing Sprint to send monthly marketing messages (e.g., via payroll stuffers, company magazines/newsletters, email, chair drops, or other reasonable manner) to Employees. Sprint may, with Customer's consent, install a link (via the Internet or Intranet) to a Sprint website to give Employees access to information on Sprint Products and Services. Customer and Sprint will agree on the content of such messages.

7. DISCOUNTS AND UPGRADES.

7.1 Device Purchases and Upgrades.

- A. Wireless Device Purchase Discount.** New Customer-Liable Active Units are eligible for a minimum 39% discount off of the "one year net price," defined as the suggested retail price less \$75.00. The devices offered with this discounted price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.
- B. Upgrade Terms.** Existing Customer-Liable Active Units may be upgraded or replaced after 12 months of continuous service at the discounted device price identified in Section 7.1.A above. Otherwise, the suggested retail price will apply.

7.2 Discretionary Credits.

- A. PCS Connection Cards.** Through the application of local market discretionary credits and "VP Checkbook" credits, Sprint will provide Customer with up to 550 Sprint PCS Connection Cards at no charge.

- B. Wireless Service.** Through the application of local market discretionary credits and "VP Checkbook" credits, Sprint will provide each new Sprint PCS Connection Card (up to 550 new activations) with one month of free service. It may take up to 60 days for this credit to appear on Customer's invoice for each new activation..
- 8. EFFECT OF TERMINATION.** Customer remains obligated to pay all Service charges incurred up to the effective termination date for each terminated Customer-Liable Active Unit. Termination fees and obligations following termination for Individual-Liable Active Units are governed by the agreements between Sprint and the Employees. This section does not apply to a Customer-Liable Active Unit moved to a different Plan during the Term.
- 9. ACTIVATION FEES.** Sprint will waive the nonrefundable activation fee of \$36 for each Customer account hierarchy. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.

ATTACHMENT B
INTEREXCHANGE (LONG DISTANCE SERVICES) PRICING & POLICIES

1. **PROVISION OF SERVICES.** Sprint Communications Company L.P. provides the Products and Services priced in this Attachment. All terms and conditions in this Attachment only refer to Sprint wireline communications Services and related Products and non-regulated professional services.
2. **CHARGES.** Sprint will provide the Services at the prices specified in Master Quotes #MD74DE8BC416 and MD74DEJ6Q566, dated June 7, 2007. The terms and conditions of this Agreement will take precedence over any contrary statements in the Quote.
3. **DISCRETIONARY CREDITS.** Through the application of local market discretionary credits and "VP Checkbook" credits, Sprint will provide Customer with one month of free Service on Customer's SprintLink Frame Relay port activation. It may take up to 60 days after installation for this credit to appear on Customer's invoice.
4. **ADDITIONAL PROVISIONS**
 - 4.1 **General.** This Attachment's rates, charges, and discounts are in lieu of any promotions or discounts that are available under Sprint Schedules or Tariffs. Rates, charges and discounts for call types, Service elements, features, and Services not in this Attachment are in the applicable Sprint Schedule, Tariff or public price list. **The applicable Sprint Schedules are incorporated into this Agreement as found at www.sprint.com/ratesandconditions on the date Customer signs this Agreement.** Customer acknowledges and agrees that Sprint may change, on one day notice, the underlying rates in the applicable Sprint Schedule against which the fixed percentage discounts in this Attachment will apply by posting notice of the changes to the Schedules at www.sprint.com/ratesandconditions.
 - 4.2 **Definitions.** "Domestic" means the 48 contiguous states of the United States and the District of Columbia unless defined in the applicable Sprint tariffs or schedules. "MRC" means monthly recurring charge. "NRC" means non-recurring charge. "NPA-NXX" includes successor NPA-NXXs due to introduction of a new area code.
 - 4.3 **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.
 - 4.4 **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 C
WIRELESS SERVICES PRODUCT ANNEX

1. **APPLICABILITY.** "Sprint Wireless Products and Services" refers generally to Nextel Products and Services provided over the Nextel National Network (using iDEN technology) and Sprint PCS Products and Services provided over the Sprint PCS Nationwide Network (using CDMA technology). Except where noted in this Annex or the Agreement, terms and conditions of this Annex apply to Wireless Products and Services offered on both networks.
2. **WIRELESS SERVICES CHARGES**
 - 2.1 **Wireless Product Pricing.** Current Sprint Wireless Product offers are accessible through www.sprint.com or Customer's Sprint Account Representative.
 - 2.2 **Charge Types**
 - A. **Monthly Recurring Charges ("MRC").** If Customer selects a Business Plan with included minutes, Sprint will bill for voice Wireless Services based on the MRC, plus charge for voice usage beyond the included minutes by multiplying the excess minutes by the applicable overcharge rate.
 - B. **Usage Charges**
 - (1) **General.** Depending on the Business Plan selected, Customer may incur usage charges based on how, when and where Customer uses the Services, including wireless voice calls, push-to-talk services such as Sprint PCS Ready Link, Local Walkie-Talkie, Nationwide Walkie-Talkie, International Walkie-Talkie, Group Walkie-Talkie, TalkgroupSM, Mobile Messaging, or Wireless Data Services.
 - (2) **Voice Call Services.** For push-to-talk services, voice call connections begin when Customer presses the button to initiate an outgoing call or the phone starts ringing for an incoming call and ends when the first party terminates the call. Otherwise, Customer's call usage is calculated from the time Customer initiates contact with the Network until the Network connection is broken or dropped, whether or not the actual connection to the intended recipient of the call or data transmission is successful. Customer is responsible for incoming and outgoing call charges on calls that are answered. Circuit-switched calls taking place on Wireless Data Services devices, including Sprint PCS Vision-capable devices, that do not have voice plans associated with them will incur a per minute charge.
 - (3) **Sprint PCS Vision Data Usage.** Sprint PCS Vision Packs include unlimited Vision usage, unless otherwise noted. For Corporate-Liable Active Units that do not include Unlimited Vision Usage, data usage is calculated on a per kilobyte basis, rather than by minutes of airtime used, even for certain third generation voice services. Data usage is rounded up to the next whole kilobyte and kilobyte usage charges are rounded up to the next full cent. Rounding up occurs at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or services used. When traveling on the Network, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. Customer may be charged for data exchanges initiated by other Internet users as well as those Customer initiates. Estimates of data usage, for example, the size of downloadable files, will vary from actual use. Customer will be charged for additional data used in transporting and routing on the Network and for partial or interrupted data downloads and re-sent data, as well as unsuccessful attempts to reach Web sites and use other applications and services, including those resulting from dropped network connections.
 - C. **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer may also incur charges for special Services such as 411, operator-assisted calls or call-forwarding. Unlimited Sprint PCS Ready Link Connections on the Nationwide Sprint PCS Network do not incur long distance charges.
 - D. **Push-to-Talk Services**
 - (1) **Airtime Charges.** Airtime charges apply to connections using a push-to-talk service for the entire period of time the transmission is connected to the Network. Airtime minutes under Customer's wireless calling plan may be used in connection with certain Wireless Data Services.
 - (2) **Calculation of Nextel Services Airtime Charges.** Customer will be charged a minimum of 1 minute of airtime for all wireless calls and a 6 second minimum for all push-to-talk transmissions

on the Nextel National Network. A push-to-talk transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges for push-to-talk calls are charged to the party that initiates the transmission and, unless a rate plan includes unlimited transmissions or access, are calculated by multiplying the duration of the transmission (including the 6 second period referred to above) by the applicable rate and the number of participants. After 6 seconds, push-to-talk airtime is rounded up to the next second. After the first minute, airtime charges for wireless voice calls are rounded-up to the next second or to the next minute, depending on Customer's Business Plan. Nationwide, International, and Group Walkie-Talkie and TalkgroupSM calls use the Local Walkie-Talkie minutes in Customer's plan and incur additional access and overage rate charges. Sprint does not charge for sending or receiving call alert transmissions ("Call Alerts"), but Customer will initiate a new push-to-talk call if Customer responds to a Call Alert, even if responding within 6 seconds of receiving the alert.

E. Text and Numeric Messaging/Wireless Data. Text and numeric messaging are charged on a per message basis; unless Customer has purchased a block of messages at a fixed monthly price. With block pricing, Sprint will charge at the per message rate for each message that exceeds Customer's selected block. Depending on the Business Plan, Sprint may charge Customer per kilobyte for Customer's use of Wireless Data Services, including but not limited to browsing the Internet, accessing applications and reading or responding to email. Data usage for Wireless Data Services is rounded to the nearest 1/10 of a kilobyte.

F. Activation and Reactivation Fees

(1) **Activation Fees.** Sprint may charge an activation fee for each IP address activated for Customer.

(2) **Reactivation Fee.** If Sprint temporarily or permanently terminates the Service, Sprint may charge a reactivation charge per account, in addition to any outstanding account balance, before Sprint reactivates Services.

G. Roaming Charges. Calls made while off the applicable Network may, depending on Customer's Business Plan, incur separate Roaming charges. Domestic Roaming rates are set out in the Customer's pricing attachment. International Roaming rates will vary. For current International Roaming rates, Customer can access <http://www.sprint.com> or contact their Sprint Account Representative. There may be delays in invoicing Roaming charges due to the practices of the roaming service provider.

H. Upgrade Charges. If an Active Unit changes devices using Sprint Wireless Products and Services during the Term, Sprint may charge an upgrade charge per Active Unit changed.

2.3 Regulatory Program Surcharges and Fees. Wireless Services are subject to certain mandated governmental fees and charges, including but not limited to, charges for the Universal Service Fund, Wireless Local Number Portability, E911, number pooling or Telephone Relay Service. Sprint charges an administrative or cost recovery fee that may vary from time to time by market and type of Service, to recover costs associated with collecting and administering the regulatory program charges.

2.4 Promotions/Trial Offers/New Business Plans

A. Promotions. Business Plan pricing in the Agreement reflects gross pricing before application of promotions, special offers (if applicable) or other discounts, including any applicable volume discount and may not apply if a third party sales agent is involved in the transaction in any way. Sprint promotional discounts or limited time offers may not be available with certain Business Plans, at Sprint's sole discretion. If Customer purchases a promotional Product or Service, the promotional terms will control over any conflicting terms in this Agreement for that Product or Service until the promotion expires or is withdrawn.

B. Trial Offers. If Customer receives a promotional Sprint Service or Service option for a limited trial period at a reduced or waived cost, Customer must contact Sprint before the end of the billing period after expiration of the trial period to discontinue the promotional service or option to avoid charges.

C. New Business Plans. If Customer is eligible for and selects a new Business Plan offered after the Commencement Date of the Agreement, Customer's volume discount in the Agreement may apply to the new Plan, and the terms and conditions of the new Plan will apply in addition to and control over any conflicting terms or conditions in the Agreement.

2.5 Fixed Rate Plans. The wireless business plan rates identified in the pricing attachments incorporated into the Agreement will remain fixed for the duration of the Agreement. Rates and charges for any services not

fixed by the Agreement will be based upon then-current pricing at the time of usage. Sprint may modify terms and features of a wireless business plan with written notice to Customer.

- 2.6 BUSINESS SALES AGENT/THIRD PARTY SALES AGENT.** Pricing in the Agreement may not be available if a business sales agent or any other third-party sales agent is involved in the transaction in any way.

3. BILLING AND PAYMENT

- 3.1 Invoicing.** Unused plan minutes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemized message transmission detail. Sprint may bill Customer on behalf of third party providers of applications that are accessed by Customer through Sprint Products. Customer is responsible for all charges for Sprint Wireless Products and Services associated with each Corporate-Liable Active Unit.

- 3.2 Account Changes.** Customer must promptly notify Sprint in writing of any change to Customer's billing address. If Customer changes Business Plans or Service options during an invoicing cycle, Sprint will prorate old and new plan charges based on the date of change. When Customer changes Business Plans, minutes will be charged under the Business Plan in effect at the time the usage was incurred. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the call start time. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.

- 3.3 Customer Affiliates.** If Sprint and Customer agree to permit Customer Affiliates to purchase Sprint Wireless Products and Services under this Agreement, Customer will be responsible, financially and other wise, for the Affiliate's purchases, unless the Affiliate meets Sprint's credit approval and signs an affiliate enrollment agreement directly with Sprint.

- 4. CREDITS FOR REDIALED CALLS.** Sprint will provide Customer with an airtime credit of one (1) minute for a call on a Corporate-Liable Active Unit that is: (a) placed while in an area covered by a Sprint Network, (b) disconnected, and, (c) redialed within one (1) minute of disconnection. Customer must contact Sprint Wireless Customer Solutions within 24 hours of the disconnection and request credit for the call through the interactive voice response unit. If the interactive voice response unit is not available, Customer may call Sprint Wireless Customer Solutions to speak directly with a representative.

5. ORDERING AND PROVISIONING

- 5.1 Ordering.** Customer may order Sprint Wireless Products and Services by (a) delivering a written or electronic Order to Sprint, (b) calling Sprint's toll-free telesales phone number followed by written confirmation, or (c) contacting Customer's Sprint Account Representative followed by written confirmation. Only persons authorized by Customer will issue Orders for Corporate-Liable Active Units under this Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer, (2) delivering any of the Sprint Wireless Products or Services ordered, (3) informing Customer of the commencement of performance, or (4) returning an acknowledgment of the Order.

- 5.2 Rejection or Cancellation of Order Before Delivery.** Customer may cancel an Order if Sprint receives written notice from Customer before the Order is shipped. Sprint may reject or cancel an Order (a) based on Customer's negative payment history with Sprint or failure to meet Sprint's ongoing credit approval, or (b) the Product ordered is not available, or not available in sufficient quantities. Sprint will notify Customer of rejected or canceled Orders.

- 5.3 Returns After Delivery.** Complete, new, and undamaged Sprint Wireless Products, with original proof of purchase, may be returned to Sprint at Customer's expense within the longer period of 30 days after purchase or as provided under state law for a full refund of the original Product purchase price and activation fee (excluding usage charges, any partial usage charges, taxes, fees and surcharges). Sprint may change the return policy from time to time without notice and the policy may not apply to certain Sprint Wireless Products. All accessories, hardware, materials, and package inserts that came with the Sprint Wireless Product in the original box must be returned along with the Sprint Wireless Product. Customer must also include a copy of Customer's receipt. Customer may call Sprint Customer Care or contact its Sprint Account Representative for a return kit. Sprint cannot exchange Sprint Wireless Products through Sprint's Internet site. Upon Sprint's receipt of the returned Sprint Wireless Product, Sprint will credit Customer's account for the original purchase.

- 5.4 Shipping.** Sprint will ship Sprint Wireless Products to the delivery location specified in Customer's Order and risk of loss to the Sprint Wireless Products pass to Customer upon arrival. Sprint will charge a shipping

fee to Customer based on the number and type of Sprint Wireless Products and shipping method. Title will pass to Customer upon Sprint's receipt of payment in full for the Products.

- 5.5 Inspection.** Customer must return nonconforming Sprint Wireless Products within 14 days of receipt or Customer will be deemed to have accepted the Products. Customer may reject Products that are visibly damaged or defective on the basis of a sample inspection. Any shipment with visible damage may, at Customer's option, be refused. Sprint will pay all reasonable ground transportation freight charges associated with those returns.

6. WIRELESS SERVICE OPTIONS

6.1 Push-To-Talk Voice Services.

A. "Push-to-talk Services" refers generally to both Sprint PCS Ready Link on the Nationwide Sprint PCS Network and Local Walkie-Talkie, Nationwide Walkie-Talkie, International Walkie-Talkie, Group Walkie-Talkie, and TalkgroupSM on the Nextel National Network. Push-to-talk Services require push-to-talk enabled phones on both the originating and receiving ends of the call. Push-to-talk calls may not work simultaneously with a voice call or with all types of Wireless Data transmissions from the same push-to-talk phone.

B. Walkie-Talkie. "Walkie-Talkie Calling" means calls made from one Walkie-Talkie enabled Active Unit on the Nextel National Network to another Walkie-Talkie enabled Active Unit on the same network. Walkie-Talkie enabled wireless devices support Local Walkie-Talkie. Select Walkie-Talkie enabled devices support Nationwide, International, and Group Walkie-Talkie, and TalkgroupSM calls. The number of Walkie-Talkie minutes included and the applicable overage rates vary by Business Plan. Walkie-Talkie options are available as an add-on for an additional charge, if not already included in Customer's Business Plan. To use any of the Walkie-Talkie or TalkgroupSM features, Customer must have a Business Plan that supports Local Walkie-Talkie minutes. Nationwide, International and Group Walkie-Talkie and TalkgroupSM minutes of use are deducted from Local Walkie-Talkie minutes when included in Customer's Business Plan unless Customer's Business Plan includes no Local Walkie-Talkie minutes or unlimited Local Walkie-Talkie minutes. For current Local Walkie-Talkie calling areas or international coverage areas, Customers can contact their Sprint Account Representative or visit www.sprint.com. Certain restrictions apply to Walkie-Talkie and TalkgroupSM features and can be found at www.sprint.com.

- 6.2 Sprint Free Incoming Minute Plans.** Sprint Free Incoming Minute Plans apply only to calls received in the United States. Incoming call minutes are not free while Roaming, unless covered under a Roaming option selected by Customer.

- 6.3 Sprint Mobile-To-Mobile Calling Option.** "Sprint Mobile-to-Mobile Calling" means calls from one Corporate-Liable Active Unit or Individual-Liable Active Unit on either the Nationwide Sprint PCS Network or the Nextel National Network to another Corporate-Liable Active Unit or Individual-Liable Active Unit on either Network. With this option, Customer may use an unlimited number of minutes each month to make or receive calls on both Sprint Networks between Sprint PCS and Nextel phones, except for Nextel phones in some affiliate and partner markets. Sprint Mobile-to-Mobile calls made from or received on a Corporate-Liable Active Unit that is on a Sprint Network will use the Sprint Mobile-to-Mobile calling minutes and will not use Anytime Minutes. Sprint Mobile-to-Mobile calls made from or received on a Sprint PCS Product that is off the Network or in a non-participating affiliate or partner territory will be treated as Roaming. Roaming charges may apply depending on the applicable Business Plan. Sprint Mobile-to-Mobile Calling is not available for calls made to check voicemail, obtain directory assistance, or through other indirect calling methods. If one user has a plan with Sprint Mobile-to-Mobile calling and the other does not, the user with the Sprint Mobile-to-Mobile Calling will use this feature, while the other user's use is subject to the terms of that user's Business Plan.

- 6.4 Shared Minutes.** Customer must have a minimum of 3 Corporate-Liable Active Units sharing to be eligible for the Shared Minutes option. All Corporate-Liable Active Units using this option must subscribe to an eligible voice Business Plan. After all Anytime Minutes in the pooled Business Plans are exhausted, each Corporate-Liable Active Unit's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Shared Minutes only allows pooling of Anytime Minutes, and is not available for data Business Plans. Shared Minutes are not available with all voice Business Plans. See your Sprint account representative or www.sprint.com for a full listing of eligible Business Plans.

- 6.5 Voice Command.** The Voice Command option, which allows users to dial calls using verbal commands, is not available while roaming off the Nationwide Sprint PCS Network. Calls to 911 or similar emergency numbers cannot be placed through Voice Command, but Customer may still call 911 through manual dialing. Airtime and applicable long distance charges begin when the TALK or similar key is pressed.

- 6.6 Insurance.** Customer may purchase insurance to protect against loss, theft, or damage involving Customer's Wireless Products. Coverage may not be available for all Products and may involve a per claim deductible. Enhanced warranty coverage is available on some Products. Insurance is provided by third party insurers and not by Sprint. If Customer selects coverage, Sprint will charge Customer a monthly premium per covered Product, and Sprint will remit the premiums to the third party insurer on Customer's behalf. Claims must be submitted directly to the third party insurer. Terms of insurance coverage are available at the point of sale or in subsequent communications.
- 6.7 Add-a-Phone.** Add-a-Phone allows Customers to add Corporate-Liable or Individual-Liable Active Units on the Nationwide Sprint PCS® Network or the Nextel National Network to a voice Business Plan. With this option, Customers using CDMA technology may add Active Units to the Nationwide Sprint PCS® Network and Customers using iDEN technology may add Active Units to the Nextel National Network. Customers must have a minimum of one (1) Active Unit with a voice Business Plan that includes Anytime Minutes to qualify for this option. All Active Units using this option must subscribe to a voice Business Plan with a minimum one (1) year term. Active Units added via the Add-a-Phone option contribute towards Customers' Active Unit Commitment Level. Sprint may limit the number of Active Units a Customer adds to its voice Business Plan with this option. Certain features such as Sprint Mobile-to-Mobile Calling may not be included based on the voice Business Plan that a Customer selects. The Add-a-Phone option is not available with all voice Business Plans. Contact your Sprint Account Representative for eligible Business Plans.
- 6.8 Roaming Option.** Active Units may use up to 50% of their monthly usage for Domestic Roaming. If Domestic Roaming exceeds the 50% threshold or exceeds allocated roaming minutes in certain markets, Sprint may terminate the Wireless Service to the Active Unit, transfer the Active Unit to another Business Plan, or charge the Active Unit at the applicable Roaming rate for the excess. Roaming minutes may not be shared and are not available with single-band or digital mode only Active Units.
- 6.9 Mobile Broadband/EVDO.** "Mobile Broadband" means wireless high-speed data solutions and Services provided over the Sprint Power Vision Network (using CDMA technology) in certain coverage areas of 219 metropolitan areas. To use this option, Customers must have an EV-DO compatible wireless device and subscribe to a Mobile Broadband data plan. Access to the Sprint Power Vision Network requires installation of the Sprint Connection Manager software or Mac OS update for Macintosh. Mobile Broadband rates may vary depending on the coverage area. Coverage is not available in all areas. For current coverage areas, Customer can access <http://www.sprint.com/business/products/products/evdoEnterZip.jsp> or contact their Sprint Account Representative.
- 7. WIRELESS DATA SERVICES**
- 7.1 Wireless Data Services Defined.** Wireless Data Services include applications such as email, data, information and other wireless Internet services (the "Applications"). Certain Applications offered by Sprint or authorized third parties may be compatible with Sprint Wireless Products and Sprint Wireless Services.
- 7.2 Compatibility of Third Party Products or Applications.** Sprint does not guarantee compatibility of third party Products or Applications with any Sprint Wireless Products or Services. Compatibility or notice from Sprint of compatibility should not be construed as an endorsement of a third party Product or Application or a commitment by Sprint that the Product or Application will continue to be compatible with Sprint Products or Services. Unless otherwise stated in this Agreement, Sprint may, in its sole discretion, disable or discontinue any third party Product or Application for any reason at any time. Use of Wireless Data Services is subject to any storage, memory or other Product limitation.
- 7.3 Use of Wireless Data Services.** Sprint Wireless Data Services may be used only with mobile clients for Internet/intranet access and Internet email via a standard HTML browser. Wireless Data Services may also be used with software for proxy applications, for dispatch applications, for POP3 email access, and for other uses specifically approved by Sprint. Sprint reserves the right to limit or suspend any heavy, continuous data usage that is adversely impacting Sprint's network performance or hindering access to Sprint's network. For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Wireless network speeds (including, but not limited to data delivery and latency rates) are estimates based on averages. Actual performance may vary and no minimum speed is guaranteed. Customer may not receive incoming voice calls or Push-to-talk Services (including Sprint Business Connection) while using Sprint Wireless Data Services, such as Sprint PCS Vision. Sprint Wireless Data Services may not be available when Roaming and are not currently available in certain portions of select market areas within the Sprint Networks. Customer acknowledges that use of certain Sprint Wireless Data Services, including some messaging services, can result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages.

- 7.4 Premium Services.** Access to and downloading of Premium Services is not included in the pricing in this Agreement. Even if Customer's Business Plan includes "unlimited" kilobytes of data, Customer must still pay all charges associated with access or use of Premium Services. Charges for Premium Services will be specified at the time of access or available at www.sprint.com. Data usage charges also apply to and are separate from charges for Premium Services. Certain Corporate-Liable Active Units may be blocked from or otherwise unable to use Premium Services provided by third-party content providers. In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Pictures downloaded to any Sprint-maintained storage area may be deleted after 30 days. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.

8. SERVICE USAGE POLICIES

- 8.1 Telephone Numbers And Portability.** Sprint may change the telephone numbers assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements, and area code changes. Customers do not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's Wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to retain its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on a Sprint Network, Customer must provide information about the account with the other carrier (account name, account number, address, and social security number or tax identification number) and purchase Sprint Wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint Wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. **However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.** If a transfer to Sprint is not successful, Customer may return any Sprint Wireless Products within the return period to receive a credit, and Customer will lose or repay Sprint for any discounts or service credits provided with a returned Sprint Wireless Product or cancelled Service. If Customer transfers a number to another carrier before the end of any minimum term commitment, Customer may be subject to early termination fees.
- 8.2 Lost or Stolen Wireless Product Policy.** If Customer's Sprint Wireless Product is lost or stolen, Customer must promptly notify Sprint Customer Service to deactivate the Product. Customer is responsible for all service charges associated with the Sprint Wireless Product before Customer notifies Sprint of the loss or theft. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the Sprint Wireless Product is later found, Sprint may require Customer to exchange the Sprint Wireless Product for another Sprint Wireless Product before reactivating Sprint Wireless Service and, in such cases, Sprint will provide a replacement Sprint Wireless Product of similar quality at Sprint's expense.
- 8.3 Fraud Policy.** Customer will immediately notify Sprint's Customer Care department of any suspected fraudulent use of Products or Services. Customer will cooperate with Sprint in the investigation of the incident. Sprint will attempt to contact Customer before interrupting Services in the case of suspected fraud.

- 9. ONLINE INFORMATION.** Sprint may, with Customer's approval, install and maintain a link on Customer's Intranet to a Sprint-controlled website to provide Customer with information about Sprint Wireless Products and Services. Customer acknowledges that Sprint will not be liable for problems regarding Customer's link to the designated Sprint-controlled website.

10. SERVICE LIMITATIONS

- 10.1 TTY Access.** TTY-capable Sprint Wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY device should not be relied on for 911 Calls.
- 10.2 Pay-Per-Call Services.** Sprint will not complete calls from any Sprint Wireless Product to 900, 976 and similar numbers for pay-per-call services.
- 10.3 International Call Blocking.** International calling capability will be blocked if not expressly requested by Customer for a Corporate-Liable Active Unit.
- 10.4 Caller ID.** Caller identification information may not be available for all incoming calls.
- 10.5 Product Compatibility.** Sprint Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Affiliate networks or in connection with roaming agreements. Currently, Sprint PCS Products relying on CDMA technology do not operate on the Nextel

National Network, which uses iDEN technology, and Nextel Products using iDEN technology do not currently operate on the Nationwide Sprint PCS Network.

- 10.6 911 Or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through Sprint Wireless Products and Services may be affected by various factors, including but not limited to the type of Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. In certain circumstances, a 911 call may be routed to a state patrol dispatcher. Enhanced 911 ("E911") service that is compatible with the FCC technical requirements is not available in all areas. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.
- 10.7 Geographic Information Services.** If Customer downloads or accesses geographic information services through Sprint Products and Services, Customer agrees that Sprint or a third party application service provider may access, use, and disclose as necessary the geographic location of Customer's Product(s). Customer must clearly, conspicuously, and regularly notify all of its Employees using GPS-enabled Corporate-Liable Active Units that end-user location information may be accessed, used, or disclosed in connection with the Service. **CUSTOMER WILL INDEMNIFY AND HOLD SPRINT HARMLESS AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS, OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S FAILURE TO NOTIFY CORPORATE-LIABLE USERS OF CUSTOMER'S ELECTION TO USE ANY GEOGRAPHIC INFORMATION SERVICE OR LOCATION INFORMATION ON CORPORATE-LIABLE ACTIVE UNITS.**
- 10.8 Service Affecting Conditions.** Sprint is not liable for (a) coverage and service quality problems caused by atmospheric, geographic, or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers; (b) interruption and unavailability of Sprint Wireless Services due to coverage, capacity, product failure or other limitations may occur in the transmission or attempted transmission of wireless services; or (c) outages or service disruptions occurring as a result of a public safety emergency.
- 10.9 Sprint PCS Vision.** Sprint PCS Vision Packs require a Vision-capable Sprint PCS Phone, Sprint PCS smart phone device or Sprint PCS camera. Sprint PCS Vision Packs may not be available with or offered for (a) devices used in connection with a computer or PDA (including phones, smart phones or other devices used with connection kits or similar phone-to-computer/PDA accessories), and (b) Bluetooth Vision-capable PCS Phones used as a modem in connection with other devices.
- 11. SUSPENSION, LIMITATION OR TERMINATION OF SERVICES**
- 11.1 Sprint's Right to Limit, Suspend or Terminate Services.** In addition to other termination rights Sprint may have under this Agreement, Sprint may, without advance notice, limit, suspend or terminate Customer's Wireless Services at any time and charge applicable early termination fees to Customer if:
- A.** Customer provides false, inaccurate, non-verifiable or incomplete credit Information to Sprint;
 - B.** Customer becomes insolvent or subject to any proceeding under the Bankruptcy Code or similar laws;
 - C.** Customer lacks the capacity or the authorization to enter into this Agreement; or
 - D.** Customer's use of the Products or Services exceeds limitations placed on Customer's account.
- 11.2 Effects of Termination of this Agreement.** Individual-Liable Active Units are subject to the order term requirements in the separate subscriber agreement between Sprint and the Employee.
- 12. LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in the Agreement, Sprint's maximum liability for any loss or damage arising out of Sprint's provision of Wireless Products and Services is limited to: (a) a prorated portion of the applicable MRC based on the time period Services are not available, and (b) a refund of the net purchase price of affected Products. Sprint is not liable for any third party content accessed through Sprint Wireless Products and Services, including but not limited to Premium Services.
- 13. DEFINITIONS**
- 13.1 "Activation Fee"** is a nonrefundable one-time charge for activating a Customer account. Applies to each Customer account regardless of the number of units activated on the account.
- 13.2 "Active Unit" or "Line"** is an active piece of wireless Product that Customer enrolls in a Business Plan under the Agreement.
- 13.3 "Anytime Minutes"** are the Network minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.

- 13.4 **"Business Plans"** are Sprint PCS and Nextel Wireless service plans for business customers on which an Active Unit is activated. Certain Business Plan options are priced in this Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Plan.
- 13.5 **"Corporate-Liable Active Unit"** or **"Customer Line"** each refer to an Active Unit activated by Customer for its end use and for which Customer is financially liable.
- 13.6 **"Domestic Roaming"** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 13.7 **"Domestic Roaming Long Distance"** means toll calls placed while in Domestic Roaming areas.
- 13.8 **"Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from gross pay.
- 13.9 **"Individual-Liable Account"** means the Individual-Liable Sprint Wireless Services account in the name of, and billed directly to, an Employee.
- 13.10 **"Individual-Liable Active Unit"** or **"Employee Line"** is an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 13.11 **"Nationwide Sprint PCS Network"** means the Sprint-owned or controlled CDMA wireless network, including network owned or controlled by Sprint PCS Affiliates, used by Sprint to provide Sprint PCS Services.
- 13.12 **"Net MRC"** means the net monthly recurring charge before taxes and other charges and after calculation of all other discounts, rebates, service credits or any such similar credits (not including Customer's applicable volume discount).
- 13.13 **"Networks"** refers generally to both the Nationwide Sprint PCS Network and the Nextel National Network.
- 13.14 **"Nextel National Network"** means the Sprint-owned or controlled IDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 13.15 **"Nextel Services"** means wireless services provided on the Nextel National Network by Sprint and authorized Nextel affiliates and partners.
- 13.16 **"Nights and Weekends"** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Night and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **"Night and Weekends at 6pm"** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **"Night and Weekends at 7pm"** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m. The time used to determine Nights and Weekends eligibility is the local time where the Sprint Wireless Product is located when an inbound or outbound call originates .
- 13.17 **"Premium Services"** means downloads and applications, such as games, ringers and screen savers, available through Sprint Wireless Data Services that are above and beyond basic data usage.
- 13.18 **"Roaming"** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 13.19 **"Sprint PCS Affiliate"** means independent third parties that by contract offer Sprint PCS Products and Services under the Sprint Marks. **"Sprint PCS Affiliate Market"** means the regions of the United States covered by Sprint PCS Affiliates.
- 13.20 **"Sprint PCS Services"** means wireless services provided on the Sprint PCS Nationwide Network using CDMA technology by Sprint and authorized Sprint PCS Affiliates.
- 13.21 **"Sprint PCS Vision"** means Sprint's advanced multimedia third generation services available on the Network. **"Sprint PCS Vision Packs"** are the advanced wireless services available in different bundles, which include such packages as the Sprint PCS Vision Professional Pack, Sprint PCS Business Communications Pack, and Sprint PCS Vision Access Pack.

ATTACHMENT D
SPRINT PCS DATA LINK - WIRELESS WAN
PRODUCT ANNEX

1. DESCRIPTION

- 1.1** Sprint PCS Data Link - Wireless WAN requires a dedicated connection between the Nationwide Sprint PCS® Network and Customer's wireline network. Customer has three options for this dedicated connection: MPLS VPN, IP VPN or SprintLink Frame Relay. A CDMA wireless modem or other Sprint-certified CDMA wireless telemetry device is used to connect wireless devices to Customer's wireline network. Customer must obtain MPLS VPN, IP VPN or SprintLink Frame Relay services under the Wireline Agreement or through another provider acceptable to Sprint, in its sole discretion.
- 1.2** Connection from the wireless device is established through a user name and password-protected login. Keying on the domain portion of the user name – for example, @yourcompany.com – the Sprint PCS Authentication, Authorization, Accounting ("AAA") Server proxies authentication to the AAA Server hosted by Sprint, or to the AAA behind Customer's firewall through a secure IPSec tunnel MPLS VPN or SprintLink Frame Relay PVC that's established between the Nationwide Sprint PCS® Network and the Customer's wireline network. Once the AAA Server completes employee authentication, Sprint assigns an IP Address to the device. Wireless access to Customer's network is then available via the MPLS VPN, IP VPN or SprintLink Frame Relay PVC.

2. IMPLEMENTATION OPTIONS

- 2.1** Customer must choose either the Sprint PCS Data Link - Wireless WAN via MPLS VPN, IP VPN or SprintLink Frame Relay. If Customer purchases either of these connections from Sprint, Customer must execute the separate Wireline Agreement for that connection. Pricing and terms and conditions for MPLS VPN, IP VPN or SprintLink Frame Relay are described under the separate terms of Customer's Wireline Agreement.
- 2.2** Once the Wireline Agreement and Agreement are executed, Sprint will start the implementation process designed to support the Sprint PCS Data Link - Wireless WAN component of Customer's services. During this process, the Sprint Business Implementation Management team will work with Customer to develop an implementation timeline that will be jointly agreed to prior to the execution of the implementation process. This timeline will include target delivery dates for all service components. Customer may be responsible for any implementation charges.

Option 1 - Sprint PCS Data Link – Wireless WAN via IP VPN

This Service will allow Customer to connect its network with the Nationwide Sprint PCS® Network via IPSec VPN over the Internet. Sprint uses the IPSec protocol to encapsulate Customer's data in secure IP packets for transport across the Internet. Customer's data will also be encrypted using the 3DES encryption algorithm. Customer must have a VPN appliance that is capable of terminating IPSec protocol, server running RADIUS, and Internet Access.

Option 2 - Sprint PCS Data Link - Wireless WAN via SprintLink Frame Relay

This Service will allow Customer to connect its network to the Nationwide Sprint PCS® Network by using a frame relay virtual circuit (PVC).

Option 3 - Sprint PCS Data Link for Mobile Access via MPLS VPN

This Service will allow Customer to connect its network to the Nationwide Sprint PCS® Network via a network based IP VPN across Sprint's IP/MPLS backbone.

3. SPRINT PCS DATA LINK FOR WIRELESS WAN

- 3.1** **Sprint PCS Data Link - Wireless WAN Primary Plan.** The Primary Plan includes installation, configuration, maintenance, monitoring and notification.
- 3.2** **Sprint PCS Data Link - Wireless WAN Back Up Plan.** The Back Up Plan includes installation, configuration, and maintenance. The Back Up Plan does not include network monitoring and fault management.
- 3.3** **Usage**
 - A.** Use of Sprint PCS Data Link - Wireless WAN requires the purchase of CDMA wireless devices, which are subject to software, memory, storage or other limitations. Not all applications and services work, or work the same, on all Sprint PCS Data Link - Wireless WAN enabled devices. Customer application performance and Sprint's ability to monitor and manage the implementations may vary based upon the

wireless device selected to enable Sprint PCS Data Link - Wireless WAN. Sprint PCS Data Link - Wireless WAN is not available when Roaming off the Nationwide Sprint PCS® Network.

- B. Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through Sprint PCS Data Link - Wireless WAN. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through Sprint PCS Data Link - Wireless WAN. Sprint is not responsible for any lost Customer data, information, or materials due to the operation of Sprint PCS Data Link - Wireless WAN. Customer is responsible for evaluating such content. Connections to the Internet via Sprint PCS Data Link - Wireless WAN may result in the disclosure to others of the user's email address and other personal information. Customer is responsible for protecting its own information and for its own privacy and acknowledges that due to such disclosures, its users may receive advertising, warnings, alerts and other messages, including broadcast messages.

4. INSTALLATION SERVICES

4.1 Sprint PCS Data Link - Wireless WAN. Sprint will be responsible for:

- A. Performing a site survey by phone or in person as required to determine if the facility is suitable for Equipment installation;
- B. Assisting Customer in gathering necessary router/device configuration information using a Sprint-provided form to be completed by Customer before installation;
- C. Providing a list of "Customer Site Preparation Requirements" to be completed by customer prior to installation;
- D. Preparing the device configuration files;
- E. Verifying the device connection to Sprint's service center; building the configuration files to the device; and verifying proper operation of the device; and
- F. Determining whether Sprint will employ third parties for the actual on-site installation.

4.2 Network Monitoring and Fault Management.

- A. Sprint will provide network monitoring and fault management services to Customer on the Primary Plan for Sprint PCS Data Link for Wireless WAN. These services include the detection, isolation, diagnosis, and correction of network troubles. Sprint's service center operates a Simple Network Management Protocol ("SNMP")-based management system that provides real-time, graphics-oriented network management of routers/devices and associated communications links. This SNMP management system will be used for the initial screening of all Customer trouble reports. Sprint PCS Data Link - Wireless WAN Primary Plan will manage customer's Wireless Wide Area Network (Wireless WAN) including the wireless transport and all terminating devices. Sprint's service center provides a single point of contact for troubles associated with Services. Customers will utilize a designated Web portal as the primary service contact and Sprint's service management center as a secondary service contact.
- B. **Trouble Ticket Handling:** A trouble ticket number from Sprint's automated Trouble Reporting System ("TRS") will be provided to the Customer 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. Customer representatives will be kept apprised of the status of service restoration actions. Sprint will not close a trouble ticket until Customer has been notified that the problem has been corrected.
- C. **Third-Party Coordination.** Sprint will coordinate the services of any third party required to maintain portions of the Services, and Sprint will dispatch third-party technicians to perform on-site service as necessary.

4.3 Maintenance Services for Sprint PCS Data Link - Wireless WAN. Sprint will provide the following maintenance services ("Maintenance Services"):

- A. Sprint will provide same day response Maintenance Service for Equipment, 24x7, including Sprint-designated holidays. If a problem is covered under Sprint's Maintenance Service, all parts, labor, and travel expenses will be included. When Sprint verifies that a problem is covered under this Maintenance Service and it requires on-site support, Sprint will respond to Customer's affected site within 4 hours. This 4-hour response time is subject to geographic availability on a site-by-site basis;
- B. Designated web portal support and if required, telephone support, for network outages is available through Sprint's service management center 24 x 7.

4.4 Customer Responsibilities. Customer will:

- A. Provide full and free access to the Equipment to provide Maintenance Service. If access is not available when required, Customer will pay Sprint a trip charge at Sprint's then current rates, and Customer will arrange another time for Sprint to provide Maintenance Service;
- B. Be responsible for all Sprint property located on Customer's premise in conjunction with the Services.

4.5 Customer-Provided Hardware or Software

- A. **Equipment Alteration.** Customer is responsible for making any alteration or attachment ("Equipment Alteration") to Equipment, for its use to meet "Wireless WAN" specifications, and for the results of the Equipment Alteration.
- B. **Replacement of Customer-Provided Hardware or Software.** At Customer's request, Sprint will replace Customer-provided hardware or software (except for Equipment Alteration) when those parts are directly interchangeable with Sprint maintenance parts. Those parts will be replaced at Sprint's then-current public list prices.
- C. **End of Life Equipment Support.** To ensure that Sprint "Wireless WAN" provides innovative, maintainable, and cost effective Products and Services to our customers, specific Products will periodically be discontinued. There are many reasons why a Product or Service will migrate to End Of Life ("EOL"), such as:
 - (1) Equipment vendor no longer supports the hardware;
 - (2) Equipment vendor no longer supports the software; or
 - (3) Sprint may choose to discontinue support for a product/service or hardware line due to significant technology changes or advances.
- D. When a Product EOL is announced, the Product starts the EOL transition period. Customers are notified of the event and are asked to contact their account teams or their support organization to plan and budget to move to the current Product versions. While Sprint will endeavor to notify Customer of EOL equipment under management and assist Customer in migrating to supported technology, EOL management is ultimately the responsibility of Customer. During the EOL transition period, all affected Products will be supported per customer agreements through the end of their contract. After this period, Sprint PCS Data Link - Wireless WAN will no longer provide maintenance support.

5. PARTIES' RESPONSIBILITIES. In addition to the parties' responsibilities outlined in the Agreement, the parties commit to the following:**5.1 Customer must:**

- A. Provide a Customer-owned, American Registry for Internet Numbers ("ARIN")-registered domain (e.g., acme.com) for designating routing through the Network;
- B. Provide a VPN termination appliance that supports IPSec (VPN Option only);
- C. Provide a connection from VPN appliance to the Internet (VPN Option only);
- D. Configure its VPN appliance to establish a tunnel to Sprint's VPN gateway (VPN Option only);
- E. Provide a designated contact person(s) to meet with Sprint as needed to discuss issues relating to Sprint PCS Data Link - Wireless WAN and appropriate subject-matter experts and/or administrators of the VPN appliance, Frame Relay Access Device ("FRAD"), the AAA server, internal router, and customer firewall. Customer administrators will be readily available to assist Sprint in the setup and troubleshooting of any bugs or issues. If necessary, Customer will also be responsible for escalating to any vendor of Customer-provided equipment if Customer's subject-matter experts are unable to configure a device or resolve an issue or bug;
- F. Make the appropriate subject-matter experts available to Sprint; and
- G. Provide contact information for the subject-matter experts to Sprint.

5.2 Sprint will:

- A. Procure the CDMA modems or Sprint approved devices for Wireless WAN Service;
- B. Provide installation services as described in Section 4.1 of this Annex;
- C. Provide SprintLink Frame Relay port and PVC, local access and router (the routers will be available for lease or purchase), as needed and as agreed to in specific, separate agreements with Sprint;

- D. Provide up to 2 appropriate resources for deploying and supporting the Sprint PCS Data Link - Wireless WAN application; and
- E. Issue tracking during implementation.

6. CUSTOMER RESTRICTIONS. Customer will not:

- 6.1 Modify, translate, adapt, reverse engineer, decompile, disassemble, or otherwise translate or create derivative works based on Sprint PCS Data Link - Wireless WAN except to the extent expressly permitted by applicable law (and then only upon advance written notice to Sprint);
- 6.2 Use Sprint PCS Data Link - Wireless WAN to provide any facility management, time sharing, service bureau, or other similar services to third parties;
- 6.3 Rent, lease or sublicense Sprint PCS Data Link - Wireless WAN to a third party. Any attempted rental, lease or sublicense in violation of the Agreement or this Annex will be void; or
- 6.4 Release benchmarks or other comparisons of Sprint PCS Data Link - Wireless WAN, or distribute, disclose, market, or transfer any information (i) relating to the results of Customer's use of Sprint PCS Data Link - Wireless WAN including the performance, function, use or quality of Sprint PCS Data Link - Wireless WAN, or the existence of defects, bugs, or deficiencies of any kind in the Sprint PCS Data Link - Wireless WAN; or (ii) contained in any documentation, report, or questionnaire of Sprint.

7. SPRINT PCS DATA LINK - WIRELESS WAN SUPPORT MODEL

7.1 Customer Support (Tier 1)

- A. If a user of Sprint PCS Data Link - Wireless WAN has a problem accessing Customer's systems, that user must first contact the Customer's help desk or support group per the procedures outlined and communicated during initial rollout of Sprint PCS Data Link - Wireless WAN.
- B. Customer will provide Tier 1 support for its users of Sprint PCS Data Link - Wireless WAN including: taking the initial call, gathering critical information, and initiating the triage process. If triage is unsuccessful, then the designated help desk or support group should escalate via a phone call to the Sprint Tier 2 Technical Support group for additional support.

7.2 Sprint Customer Solutions Support (Tier 2)

- A. The Sprint Tier 2 Technical Support group will receive calls from the designated Customer Help Desk or support group personnel. This support model establishes a single point of communication and ensures customer Help Desk or support group personnel are aware of the status of any open issues and can implement any ad-hoc triage plans or processes. The Sprint Tier 2 specialist will act as a liaison to the technical support personnel who will work to resolve any and all open issues based on their assigned severity levels.
- B. If Customer's Help Desk or support group personnel experiences problems or are unable to triage any issues with the Sprint PCS Data Link - Wireless WAN product, they will need to contact the Sprint Tier 2 Technical Support group via a telephone call to communicate the issue and open a trouble ticket. Sprint Tier 2 Technical Support is available 24 hours a day, seven days a week including Sprint-observed holidays for Sprint PCS Data Link - Wireless WAN support.
- C. When Customer calls the Customer Service Center ("CSC"), the following information will need to be provided (at a minimum):
 - (1) What is Customer's name?
 - (2) Is the caller available 24x7? If not is there an alternate contact?
 - (3) Contact's phone number.
 - (4) What type of problem is the customer having?
 - (5) How many users are affected?
 - (6) What error message is being described? If none describe symptom
 - (7) Describe the troubleshooting steps taken.
 - (8) Is the activation greater than 36 hours?
 - (9) What data activities were you able to perform?
 - (10) Number of failed attempts?
 - (11) Computer or device type?
 - (12) Call direction – stationary or moving?

ATTACHMENT E
SPRINTLINK FRAME RELAY SERVICE
PRODUCT ANNEX

1. **Services Description.** SprintLink Frame Relay is a frame relay offering provided over Sprint's native IP backbone ("SprintLink"). The Services are enabled via the Layer 2 Tunneling Protocol version 3 (L2TPv3), which allows layer 2 traffic to be encapsulated and securely tunneled over 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. **Primary Service Components.** The primary service components for the Services are as follows:
 - 3.1 **Port.** A Port is the physical entrance to the Sprint network.
 - A. **Port Charges.** Sprint will charge Customer a Non-Recurring Charge ("NRC") and a fixed Monthly Recurring Charge ("MRC") for each Port.
 - B. **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.
 - C. **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.
 - 3.2 **PVCs/Tunnels.** A tunnel acts as the SprintLink Frame Relay's permanent virtual connection ("PVC"), which is the logical connection between two Ports. Sprint may charge Customer a one-time "Incremental Tunnel Charge" for each tunnel that exceeds Sprint's Maximum Tunnel Threshold. Maximum Tunnel Threshold is calculated as follows:

(Customer's total number of SprintLink Frame Relay Ports on its SprintLink Frame Relay network minus 1) multiplied by (2).

Example: If Customer has 4 SprintLink Frame Relay Ports on its network and a total of 10 tunnels connecting those Ports, Sprint may charge Customer a one-time per tunnel installation charge for 4 tunnels.
 - 3.3 **Internet PVC (optional).** The Services allow PVCs to be configured for supplying Internet access. These PVCs are terminated directly to the Internet and do not pass through a gateway. To maintain security, Customer should implement a firewall on its router. Internet PVCs will be included in the computation of Maximum Tunnel Threshold and will, if applicable, incur an Incremental Tunnel Charge. Customer may have only 1 Internet Access PVC at each SprintLink Frame Relay Port location, and Customer must have other SprintLink Frame Relay Service PVCs at these locations. SprintLink Frame Relay Internet PVC's are limited to the speed of the SprintLink Frame Relay Port.
4. **Additional Required Components.** The Services also require Customer to have the following:
 - 4.1 **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.
 - 4.2 **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. **Frame Relay Access Device or Frame Relay Compatible Router.** 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.

5. **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.
6. **Network Monitoring**
 - 6.1 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 7 below.
 - 6.2 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.
7. **Enhanced Monitoring and Managed Services.** For customers interested in purchasing enhanced monitoring and managed services for the Services, Sprint offers the following:
 - 7.1 **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.
 - 7.2 **Sprint E-mail Protection Services.** These services provide inbound and outbound content blocking, policy management, anti-virus and spam management (including message quarantine service), disaster recovery, outbound anti-virus management and SMTP Services, web reports, and web administration.
 - 7.3 **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, DDOS detection and mitigation, and URL and content filtering. 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.
8. **Service Level Agreement.** All applicable Service Level Agreements, as Sprint may amend them from time to time, will apply during the Order Term.

ATTACHMENT F
SPRINT MANAGED NETWORK SERVICES PRODUCT ANNEX

1. **ORDER TERM.** The initial Order term for Services ("Initial Order Term") will be stated on the Order. The minimum Order Term for MNS is 1 year. The Initial Order Term for each specific unit of equipment will begin on the first day of the month following the date the Services are installed and available in connection with the equipment. AFTER THE INITIAL ORDER TERM EXPIRES, THE TERM WILL AUTOMATICALLY EXTEND FOR SUCCESSIVE 30-DAY PERIODS, until either party provides the other with 30 days notice of its intent to terminate the provision and/or receipt of MNS Services.
2. **[RESERVED]**
3. **EQUIPMENT.** Devices and modems ("Equipment") may be purchased at a one-time purchase price from Sprint as specified in the Order. Customer may provide its own devices if Sprint gives advance written approval for those devices including associated software. As technology evolves, Equipment and software may need to be upgraded, at Customer's expense, according to the manufacturer's support requirements.
4. **INVOICING.** Sprint will begin charging Customer for Services on the date each device is installed and MNS is available. Sprint will prorate recurring charges for partial months on a 30-day basis.
5. **DELIVERY, IDENTIFICATION AND RETURN OF EQUIPMENT**
 - 5.1 **Delivery**
 - A. **Delivery/Installation Date.** All delivery dates are approximate and are based on current lead-times. Sprint will use commercially reasonable efforts to deliver, or cause to have delivered, the Services by the delivery date agreed to by the parties and specified in the Order.
 - B. **Customer-Requested Delay**
 - (1) Customer may request 1 delay in the delivery date of the MNS Service set forth in the Order ("Original Delivery Date") if: (a) the delay does not exceed 30 calendar days from the Original Delivery Date; (b) Sprint receives Customer's written request for the delay at least 10 calendar days before the Original Delivery Date; and (c) Customer pays any additional charges resulting from the delay. Customer requested delay only applies to the MNS Services Order. Sprint will begin billing for all associated Sprint transport charges on the Original Delivery Date.
 - (2) If Customer delays delivery of the MNS Service more than 30 calendar days from the Original Delivery Date, Sprint will invoice Customer for the MNS Service charges beginning 30 calendar days from the Original Delivery Date. Sprint will begin billing for all associated Sprint transport charges on the Original Delivery Date.
 - (3) If Sprint receives Customer's written notice to cancel the affected Services by the 30th calendar day from the Original Delivery Date, Customer will pay Sprint any applicable cancellation charges.
 - (4) If Customer is not ready for the installation on the date Sprint arrives to install the Services, Customer will be charged the base installation charge for the initial attempted installation and an additional rework charge of \$500.00 for each subsequent installation attempt that is delayed or interrupted due to Customer's failure to meet its obligations as well as the final successful installation attempt. Sprint will begin billing for all associated Sprint transport charges on the Original Delivery Date.
 - 5.2 **Identification of Equipment.** Sprint may require that plates or markings be affixed to specific Equipment to: (a) indicate Sprint's ownership interest in the Equipment until Sprint receives full payment of the purchase price; and (b) identify the specific Equipment that Sprint will provide Maintenance Service.
 - 5.3 **Return of Equipment.** No Equipment will be returned without prior approval and specific shipping instructions from Sprint. In addition to all other applicable charges, Customer will pay Sprint a restock charge on the return of Equipment if: (a) the return is due to a Customer ordering error; (b) the product has been damaged while in Customer's possession; (c) the return is due to Customer's late cancellation of an Order; or (d) a restock charge is assessed by the manufacturer.
6. **INSTALLATION**
 - 6.1 **Installation Services.** For MNS Complete Management Services, MNS Monitoring and Trouble Resolution Services, and MNS Direct Support Operations Center (DSOC), Sprint will be responsible for:
 - A. performing a site survey by phone or in person as required;
 - B. assisting Customer in gathering necessary router/device configuration information using a Sprint-provided form to be completed by Customer before installation;

- C. providing a list of "Customer Site Preparation Requirements" to be completed by Customer before installation;
- D. preparing the device configuration files; and
- E. Verifying the device connection to Sprint's service center; building the configuration files to the device; and verifying proper operation of the device.

6.2 Third-Party Installation. Sprint may employ third parties for the actual on-site installation.

7. MNS COMPLETE MANAGEMENT SERVICES. Sprint will provide the management services listed below in Sections 7.1 through 7.7 ("MNS Complete Management Services"). If Customer uses MNS in connection with transport services provided by one carrier and Customer elects to use another carrier to provide transport, customer will pay an additional installation fee associated with the migration to the other carrier.

7.1 Network Monitoring and Fault Management. Sprint will provide network monitoring and fault management services 24 hours per day, 365 days per year. These services include the detection, isolation, diagnosis, correction and Customer notification of network troubles. Sprint's service center operates a Simple Network Management Protocol (SNMP) based management system that provides real-time, graphics-oriented network management of routers/devices and associated communications links. This SNMP management system will be used for the initial screening of all Customer trouble reports. MNS will manage customer's wide area network (WAN) including the transport and all terminating devices.

7.2 Configuration Management and Device Network Engineering. Sprint will coordinate with Customer's technical staff to obtain information needed to properly configure Equipment (i.e. routing protocols, applications, traffic, connectivity requirements, and interfaces to be supported). Sprint will develop and maintain a company-wide router structure for routing protocols, routing parameters, and interconnection schemes. Configurations for individual devices will also be developed and maintained. Configuration and network changes are not included as part of the Management Services and, if required, will be subject to additional charges. Examples include, but are not limited to, the addition of a LAN protocol to the network, network-wide addressing changes, or a change of routing protocol.

7.3 Single Point of Contact. Sprint's service center provides a single point of contact for troubles associated with Services, 24 hours per day, 7 days per week ("24 x 7"). MNS Customers will utilize a designated Web portal as the primary service contact and Sprint's service management center as a secondary service contact.

7.4 Trouble Ticket Handling. A trouble ticket number from Sprint's automated ticketing system will be provided to the Customer help desk that reports the trouble. For each trouble report, Sprint will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Customer representatives will be kept apprised of the status of service restoration actions. Sprint will not close a trouble ticket until Customer has been notified that the problem has been corrected.

7.5 Third-Party Coordination. Sprint will coordinate the services of any third party required to maintain portions of the Services, and Sprint will dispatch third-party technicians to perform on-site service as necessary.

7.6 Dedicated In-Band Network Management Access. Sprint will provide the first dedicated management link from the Customer network to Sprint's service center for MPLS, IP VPN, dedicated IP or frame relay service. Additional management links, at Customer request, are Customer responsibility. For Sprint Clearline (or private line) service, Customer is responsible for the cost of an in-band transport link from a Customer site to Sprint's service center. For Sprint ATM, one management link is required for each Sprint ATM managed device (ATM switch or concentrator) from Customer's network to the Sprint service center. Customer is responsible for the cost of each ATM management link.

7.7 Backup Out-of-Band Network Management Access. If Sprint's network management system can no longer access a device via the in-band portion of Customer's transport link, a technician will dial in to the modem port of the affected device. The technician will then be able to check the device and its ports for trouble. Customer will provide a standard switched business telephone line and modem for the backup, dial-in network management access as specified in Section 10.1.A below.

8. MNS MONITORING AND TROUBLE RESOLUTION SERVICES. Sprint will provide MNS Complete Management Services with the exception of device configuration related fault management support described in Section 7.1 and Section 7.2 in its entirety.

9. MNS DIRECT SUPPORT OPERATIONS CENTER (DSOC). Sprint will provide MNS Complete Management Services, as well as the following premium level of support.

- 9.1 Direct Network Operations Center (NOC) Access.** Sprint will support direct communication between Customer's technical helpdesk staff and Sprint MNS NOC technicians and engineers.
- 9.2 Designated Customer Support.** Sprint will assign a DSOC team to each customer.
- 10. MNS MONITORING AND NOTIFICATION SERVICES.** Sprint MNS Monitoring and Notification is an end-to-end alarm and notification service supporting SNMP capable Customer Premises Equipment (CPE) utilizing both Sprint and non-Sprint transport services. The offering is comprised of 7x24 network monitoring, proactive customer alarm notification and access to a Customer web portal for tracking of assets, trouble tickets and performance reports. Sprint will provide the following support:
- 10.1 Proactively Monitoring.** Sprint will proactively monitor the up/down status of Customer premises devices by the remote polling of the devices and, if applicable, through receipt of SNMP traps that result in network center alarms.
- 10.2 Trouble Ticketing.** Sprint will create a proactive trouble ticket when a device alarm is received and processed by the management system. Trouble tickets will automatically be placed in a Solved State when an event clears, but will remain open for 72 hours.
- 10.3 Customer Notification.** Sprint will auto notify Customer via email, pager or web portal of device or network event.
- 10.4 Reporting.** Customers will have access to performance reporting through a centralized web portal. In addition, Sprint will maintain a database of all Customer devices monitored.
- 10.5 Dedicated In-Band Network Management Access.** Sprint will provide the first dedicated management link from the Customer network to Sprint's service center for MPLS, IP VPN, dedicated IP or frame relay service. Additional management links, at Customer request, are Customer responsibility. For Sprint Clearline (or private line) Service, Customer is responsible for the cost of an in-band transport link from a Customer site to Sprint's service center. For Sprint ATM, one management link is required for each Sprint ATM managed device (ATM switch or concentrator) from Customer's network to the Sprint service center. Customer is responsible for the cost of each ATM management link.
- 11. SPRINT NET VIEW PERFORMANCE MANAGER.** Sprint Net View Performance Manager is a Sprint managed performance platform that optimizes network operations by monitoring, analyzing and predicting the performance of the Customer's network. The platform gathers and aggregates performance data from network elements and presents the information on a centralized Sprint web portal. Features include: Near real-time performance statistics to troubleshoot and resolve problems; continuous operations information and historical data for monitoring service level agreements (SLAs); high-level summaries describing overall network performance; and long-term trends for capacity and upgrade planning
- 12. MAINTENANCE SERVICES.** Sprint will provide the following maintenance services ("Maintenance Services"), in conjunction with MNS.
- 12.1** Customer will specify one of the following maintenance plans on the Order:
- A. Next Business Day Response Maintenance Service.** Sprint will provide Next Business Day Response Maintenance Service for Equipment during the principal period of maintenance ("PPM"). The Domestic PPM is 8:00 a.m. - 5:00 p.m., local time, Monday through Friday, excluding Sprint-designated holidays. The Global PPM is 8:00 a.m. - 5:00 p.m., local time, Monday through Friday, excluding Sprint-designated holidays. If a problem is covered under Sprint's Maintenance Service, all parts, labor, and travel expenses will be included. When Sprint verifies that a problem is covered under this Maintenance Service and it requires on-site support, Sprint will respond to Customer's affected site by the next-business day if that problem is verified by Sprint before 3:00 p.m. Central Time/Central Standard Time. Next Business Day Response Maintenance Service is subject to geographic availability on a city-by-city basis.
- B. Same Day (4 hour) Response Maintenance Service.** Sprint will provide Same Day Response Maintenance Service for Equipment, 24 x 7, including Sprint-designated holidays. If a problem is covered under Sprint's Maintenance Service, all parts, labor, and travel expenses will be included. When Sprint verifies that a problem is covered under this Maintenance Service and it requires on-site support, Sprint will respond to Customer's affected site within 4 hours. This 4-hour response time is subject to geographic availability on a site-by-site basis.
- 12.2 Included in Maintenance Services.** Maintenance Services also include:
- A. Software Support.** For software that is provided with or included in the Services, Sprint will be responsible for:
- (1) installing software that has been tested and approved by Sprint;

- (2) providing software corrections as a result of supplier errors, omissions or security issues, as made available by Sprint's supplier; and
- (3) providing one new software release per year if available from Sprint's supplier. Additional software releases may be provided, if available, at an additional charge. New software releases may require an upgrade to the Equipment at Customer's expense.

B. Network Support. Designated web portal support and if required, telephone support, for network outages is available through Sprint's service management center 24 x 7.

C. Dial-in Diagnostics. Dial-in diagnostics are available 24 x 7. A technician from Sprint's service management center can dial in to Customer's network to help diagnose and correct problems.

13. ENGINEERING CHANGES. Sprint will manage and install all engineering changes on the Equipment that are required by Sprint.

14. CUSTOMER RESPONSIBILITIES

14.1 Preparation for Services. Customer will:

- A.** at Customer's own expense, have a standard measured business telephone line and modem installed for out-of-band management of the Equipment. This dedicated measured business line must remain in service for as long as Sprint manages the Equipment; and
- B.** provide full and free access to the Equipment to provide Maintenance Service. If access is not available when required, Customer will pay Sprint a trip charge at Sprint's then current rates, and Customer will arrange another time for Sprint to provide Maintenance Service.

14.2 Sprint Equipment. Customer will be responsible for all Sprint property located on Customer's premise in conjunction with the Services.

14.3 IP Addresses. Customer will have a valid InterNIC IP address on the WAN interface of each device managed by Sprint. Sprint will use customer-provided IP addresses if the addresses belong to Customer and are registered with the InterNIC. For Frame Relay and ATM networks, if Customer does not have a valid IP address, Sprint will assign IP addresses to Customer. For IP networks, if Customer does not have valid IP addresses, Customer may request valid addresses from the InterNIC or may submit a request to SprintLink for valid IP addresses.

15. CUSTOMER-PROVIDED HARDWARE OR SOFTWARE

15.1 Equipment Alteration. Customer is responsible for making any alteration or attachment ("Equipment Alteration") to Equipment, for its use to meet MNS specifications, and for the results of the Equipment Alteration.

15.2 Replacement of Customer-Provided Hardware or Software. At Customer's request, Sprint will replace Customer-provided hardware or software (except for Equipment Alteration) when those parts are directly interchangeable with Sprint maintenance parts. Those parts will be replaced at Sprint's then-current public list prices.

15.3 End of Life Equipment Support.

- A.** To ensure that Sprint MNS provides innovative, maintainable, and cost effective Products and Services to our customers, specific Products will periodically be discontinued. Reasons why a Product or Service migrate to End Of Life ("EOL") include:
 - Equipment vendor no longer supports the hardware
 - Equipment vendor no longer supports the software
 - Sprint may choose to discontinue support for a product/service or hardware line due to significant technology changes or advances
- B.** When a Product EOL is announced, the Product starts the EOL transition period. Customers are notified of the event and are asked to contact their account teams or their support organization to plan and budget to move to the current Product versions. While Sprint will endeavor to notify Customer of EOL equipment under management and assist Customer in migrating to supported technology, EOL management is ultimately the responsibility of Customer. During the EOL transition period, all affected Products will be supported per customer agreements through the end of their contract. After this period, Sprint MNS will no longer provide maintenance support and any established service level agreements will not apply.

16. Domestic Definition. The term "Domestic" as applied to MNS means the 48 contiguous states of the United States, Alaska, Hawaii and the District of Columbia.

ATTACHMENT G
SPRINT ACCEPTABLE USE POLICY
(as of September 1, 2005)

The following terms apply to your use of and access to any Sprint or Nextel (collectively "Sprint Nextel") owned or operated website ("Website"), as well as any electronic transmission sent, received, posted, accessed, or stored via any Sprint Nextel network ("Network"), including without limitation its wireless web, data, and messaging services; Internet services; and internal email network for communicating with Sprint Nextel employees. Certain products or services offered through our Website may have additional terms and conditions, which govern in the event of any inconsistency with the terms below.

1. COVERAGE OF THIS POLICY AND AGREEMENT.

- 1.1** In addition to other agreements between you and Sprint Nextel, these terms explain the policies that govern your access to and use of our Website and Network, including the actions that we may take, within our sole discretion, for any use that we deem unacceptable.
- 1.2** By accessing or using our Website or Network, you agree to these terms (collectively the "Policy and Agreement"), as Sprint Nextel may modify it from time to time. If you do not agree to accept and comply with the Policy and Agreement, do not access or use our Website or Network.

- 2. LINKS TO THIRD-PARTY SITES.** The Website may contain links to other websites that are maintained by third parties over which Sprint Nextel has no control. These links are provided for convenience only. Use of these links will cause you to leave this Site and use of third-party websites is entirely at your own risk. Sprint Nextel makes no representation or warranty concerning any other site or the information, products or services offered or appearing on or through these sites. Sprint Nextel does not sponsor or endorse the operators of the sites or the content, products or services they provide, and Sprint Nextel is not responsible or liable for the conduct of the sites' operators, the content, availability, accuracy, quality, advertising, products, services or other materials offered at the sites.

3. ILLEGAL OR HARMFUL USE.

- 3.1 General:** You may access and use our Website and Network only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via our Network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. The following non-exhaustive list details the kinds of illegal or harmful conduct that are prohibited.
- 3.2 Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- 3.3 Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- 3.4 Export Violations:** Including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- 3.5 Fraudulent Conduct:** Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes).
- 3.6 Failure to Abide by Third-Party Website Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or website that you access.
- 3.7 Harmful Content:** Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.

4. ELECTRONIC COMMUNICATIONS.

- 4.1** You may not distribute, publish, or send through our Network: (1) unsolicited advertisements, solicitations, commercial e-mail messages or promotional messages of any kind (commonly referred to as "spam"); (2) unsolicited informational announcements; (3) chain mail; (4) numerous copies of the same or substantially similar messages; (5) empty messages; (6) messages which contain no substantive content; or (7) very large messages or files that disrupt a server, account, newsgroup, or chat service.
- 4.2** Likewise, you may not (1) participate in collecting e-mail addresses, screen names, or other identifiers of others (without Sprint Nextel's prior written consent), a practice sometimes known as spidering or harvesting; (2) participate in using software (including "spyware") designed to facilitate such activity; (3) collect responses

from unsolicited messages; or (4) use any of our mail servers or another site's mail server to relay mail without the express permission of the account holder or the site.

5. NETWORK SECURITY AND INTEGRITY.

- 5.1 General:** You may not violate the security of our Website or Network in any way. Such violations may result in criminal or civil liability. Sprint Nextel may, but is not obligated to, investigate any violation of our Network. Sprint Nextel may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Sprint Nextel products services or sending, receiving, posting, accessing, or storing any electronic transmission via our Network, you agree to cooperate, as well, in any such investigation. Examples of Network security violations include, without limitation:
- 5.2 Hacking:** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- 5.3 Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- 5.4 Intentional Interference:** Interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- 5.5 Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the Services, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.
- 5.6 Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by Sprint Nextel or attempting to gain unauthorized access to, alter, or destroy any information that relates to any Sprint Nextel customer or other end-user. Sprint Nextel may, but is not obligated to, take any action it deems necessary to protect its Website and Network, its rights or the rights of its customers or third parties, or (2) optimize or improve its Website, Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through the Website or Network. Sprint Nextel may, in its sole discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any preference you may have communicated to us.

6. INVESTIGATION AND ENFORCEMENT OF THE POLICY AND AGREEMENT.

- 6.1** All users of the Services must adhere to the terms of this Policy and Agreement. We have the right, but are not obligated, to strictly enforce this Policy and Agreement through self-help, active investigation, litigation and prosecution.
- 6.2** We may also access and disclose any information (including transactional information) related to your access and use of our Website or Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services. INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND AGREEMENT, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THIS POLICY AND AGREEMENT BY SUCH COMPANY, CUSTOMER OR USER.

7. DISCLAIMER OF WARRANTIES AND LIABILITY.

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8. [INTENTIONALLY DELETED].

- 9. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless Sprint Nextel from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy and Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our Website or Network; or (5) your use of our Website or Network.
- 10. MODIFICATION OF THE POLICY AND AGREEMENT.** We reserve the right to modify this Policy and Agreement at any time, effective upon its posting, as modified, on www.sprint.com. You agree to the Policy and Agreement by accessing or using our Website, products or services, or by sending any electronic transmission through our Network.
- 11. PRIVACY POLICY.** Sprint Nextel respects the privacy of visitors to our site. Please take a few minutes to review our Privacy Policy.
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