

35265

**IN-BUILDING SOLUTIONS BASIC AGREEMENT
(Government Customer)**

This In-Building Solutions (f/k/a Custom Network Solutions or CNS) Basic Agreement ("**In-Building Solutions Agreement**") is dated as of the date the last Party (defined below) signs this In-Building Solutions Agreement ("**In-Building Solutions Effective Date**") and is between **CITY OF LONG BEACH** ("**Customer**") and **SPRINT SOLUTIONS, INC.**, as contracting agent on behalf of the applicable Sprint affiliated entities providing wireless telecommunications equipment and services ("**Sprint**"). Customer and Sprint may be referred to individually as a "**Party**" or collectively as the "**Parties**."

BACKGROUND

A. Sprint, through its affiliated entities, operates the Nationwide Sprint Network, the Sprint 3G Network, and the Sprint 4G Network (collectively, the "**Networks**") to provide wireless telecommunications services in certain geographic areas of the United States ("**Services**"). Each wireless telephone or other device that accesses the Networks and uses the Services is referred to as a "**Device**."

B. Customer is a state or local government entity or agency. 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.

C. Customer is a party to—or is otherwise authorized by Sprint to purchase Services and Devices under—a service agreement (the "**Service Agreement**"). Capitalized terms that are not otherwise defined in this In-Building Solutions Agreement have the meaning defined in the Service Agreement. If a conflict exists between this In-Building Solutions Agreement and the Service Agreement, the terms of this In-Building Solutions Agreement will control.

D. Customer owns, leases, or otherwise has the legal right to occupy the property listed in a Statement of Work attached as an exhibit ("**Customer's Property**"). Sprint will install, operate, and maintain the In-Building Solutions Equipment (defined below) at the location(s) at Customer's Property ("**Premises**") specified in a Statement of Work. The "Premises" also include: (1) riser, conduit, and other space required for cable runs to connect the In-Building Solutions Equipment; and (2) all necessary non-exclusive easements for (a) vehicular and pedestrian access thereto, and (b) access to the appropriate source of electric, telephone, and other utilities, as such easements are necessary in Sprint's sole discretion.

E. In-Building Solutions Equipment may include signal source equipment for the Networks, and/or Sprint-dedicated distributed antenna system equipment (collectively, the "**In-Building Solutions Equipment**"), for the purpose of enhancing the provision of the Services at Customer's Property as set forth in a Statement of Work. In-Building Solutions Equipment does not include any equipment provided to Customer pursuant to the Service Agreement or any other contract or agreement between the Parties. The installation, operation, and maintenance of In-Building Solutions Equipment is also governed by the In-Building Solutions Product Annex, which is incorporated into this In-Building Solutions Agreement as posted at <http://www.sprint.com/business/support/ratesTandCproducts.html> (the "**Product Specific Terms Website**"). Customer agrees to comply with this product annex as well as any other product annexes that are incorporated by reference (collectively, the "**In-Building Solutions Annexes**").

F. Precedence. Sections 12.1, 12.2 and 12.3 of this In-Building Solutions Agreement take precedence over all other conflicting terms and conditions in the In-Building Solutions Product Annex.

Project Name: 415 W. Ocean Blvd, Long Beach CA 90802

Project ID: EMBCA04909

AGREEMENT

1. Term. The initial term of this In-Building Solutions Agreement begins on the In-Building Solutions Effective Date and expires 24 months after the In-Building Solutions Effective Date ("**Initial Term**"). Thereafter, this Agreement will automatically renew for three (3) successive renewal terms of 12 months (each a "**Renewal Term**") unless either Party provides 90 days' prior written notice of termination. The Initial Term and Renewal Term(s) collectively make up the "**Term**." If the Service Agreement is terminated prior to the expiration or termination of this In-Building Solutions Agreement, the Service Agreement will remain in effect with respect to the Devices subject to this In-Building Solutions Agreement until this In-Building Solutions Agreement expires or is terminated.

2. [Intentionally Omitted]

3. Signal Interference

3.1. Pre-Installation. If, after the In-Building Solutions Effective Date, material signal interference arises between the In-Building Solutions Equipment and any of Customer's equipment and systems that were installed at Customer's Property prior to the In-Building Solutions Effective Date, then Sprint will use commercially reasonable efforts to mitigate such signal interference

SPRINT CONFIDENTIAL AND PROPRIETARY INFORMATION

to the extent the interference is caused by the In-Building Solutions Equipment. Sprint will begin the process of correcting any such material interference within 48 hours after receipt of written notice from Customer. If Sprint cannot alleviate the interference between the In-Building Solutions Equipment and Customer's equipment and systems installed at Customer's Property prior to the In-Building Solutions Effective Date, then Sprint may terminate this In-Building Solutions Agreement pursuant to the "Signal Interference – Pre-Installation" portion of the "Termination by Sprint" section and Customer will not be liable for the Purchase Commitment Recovery Fee.

3.2. Post-Installation. If material signal interference arises between the In-Building Solutions Equipment and any of Customer's equipment and systems that were installed at Customer's Property on or after the In-Building Solutions Effective Date, then the Parties will negotiate in good faith to develop and implement commercially reasonable means of mitigating such material interference. If the Parties are unable to mutually agree on and implement commercially reasonable means of mitigating the interference, Sprint may terminate this In-Building Solutions Agreement pursuant to the "Signal Interference – Post-Installation" portion of the "Termination by Sprint" section, and Customer will be liable for the Purchase Commitment Recovery Fee. Sprint will not be liable for any Service interruptions caused by interference created by Customer's or any third party's electrical or other equipment, and Customer will continue to be liable for Service charges during the period of Service interruption if interference occurs.

4. Termination by Sprint. Sprint may terminate this In-Building Solutions Agreement under the following circumstances:

4.1. During Installation. Prior to completion of the installation, with at least 10 days' prior written notice, if Sprint encounters unanticipated site conditions that were not apparent during Sprint's site survey of the Premises and those site conditions cause an unexpected, material increase in the installation cost to Sprint or have a material adverse impact on Sprint's ability to install, operate, or maintain the In-Building Solutions Equipment;

4.2. Signal Interference – Pre-Installation. By sending written notice to Customer of signal interference as described in the "Signal Interference – Pre-Installation" section;

4.3. Signal Interference – Post-Installation. By sending written notice to Customer of signal interference as described in the "Signal Interference – Post-Installation" section;

4.4. FCC Acts. If Sprint is unable to access and use the In-Building Solutions Equipment or the Premises due to an action of the Federal Communications Commission, including without limitation, a take back of channels or change in frequencies;

4.5. Other Regulatory Acts. If after use of commercially reasonable efforts, Sprint and/or Customer cannot obtain or maintain any license, permit, or other approval required to be obtained or maintained for the installation, operation, or maintenance of the In-Building Solutions Equipment;

4.6. Convenience. With at least 90 days' prior written notice, for any reason; or

4.7. Default. If Customer materially defaults in the performance of any of its duties or obligations under this In-Building Solutions Agreement—including failure to fulfill the Purchase Commitment—and the default is not cured within 30 days after Customer's receipt of written notice specifying the default.

5. Termination by Customer. Customer may terminate this In-Building Solutions Agreement under the following circumstances:

5.1. Before Installation. With at least 10 days' written notice prior to the commencement of installation of the In-Building Solutions Equipment if there is a material change to the assumptions set forth in the Statement of Work regarding the scope or other aspects of the In-Building Solutions Equipment design that will have a material adverse impact on Customer; provided that Customer will reimburse Sprint for any actual costs incurred to the date of termination;

5.2. Convenience. With at least 90 days' prior written notice, for any reason; or

5.3. Default. If Sprint materially defaults in the performance of any of its duties or obligations under this In-Building Solutions Agreement and the default is not substantially cured within 30 days after Sprint's receipt of written notice specifying the default.

5.4. [Intentionally Omitted]

6. [Intentionally Omitted]

7. Indemnity

7.1. Sprint will indemnify and defend Customer, and Customer's directors, officers, employees, agents, and their successors, against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees (each a "Claim" and collectively, the "Claims") arising directly from the performance of this In-Building Solutions Agreement and relating to personal injury, death, or damage to real or tangible personal property that is alleged to have resulted, in whole or in part, from negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees, or authorized agents, but excluding: (i) Claims arising from or relating to disruption of the Services; and (ii) Claims to the extent such Claims result in whole or in part from the negligence or willful misconduct of Customer.

7.2. To be indemnified, Customer must: (i) give Sprint timely written notice of the Claim, (ii) give Sprint full and complete authority, information and assistance for the Claim's defense and settlement, and (iii) not, by any act, admission, or acknowledgment, materially prejudice Sprint's ability to satisfactorily defend or settle the Claim. 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.

8. Limitations and Conditions of Liability

8.1. SPRINT'S SOLE LIABILITY FOR A SERVICE DISRUPTION RESULTING FROM THE UNAVAILABILITY OR NON-OPERATION OF THE IN-BUILDING SOLUTIONS EQUIPMENT IS LIMITED TO THE APPLICABLE REMEDIES SET FORTH IN, AND SUBJECT TO THE LIMITATIONS PROVIDED UNDER, THE SERVICE AGREEMENT FOR SERVICE DISRUPTIONS.

8.2. IN THE CASE OF ANY AND ALL OTHER CLAIMS THAT MAY ARISE FROM, OR RELATE TO PERFORMANCE OR NON-PERFORMANCE UNDER, THIS IN-BUILDING SOLUTIONS AGREEMENT, IN NO EVENT IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, COST OF COVER, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR COST OF REPROCUREMENT.

8.3. EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES CAUSED BY ITS FAILURE(S) TO PERFORM ITS OBLIGATIONS UNDER THIS IN-BUILDING SOLUTIONS AGREEMENT IS LIMITED TO: (I) THE MINIMUM COVERAGE SET FORTH IN THE "INSURANCE" SECTION OF THE IN-BUILDING SOLUTIONS PRODUCT ANNEX FOR ANY CLAIMS AND LIABILITIES ARISING FROM, OR CAUSED BY, ANY CASUALTY OR HAZARD COVERED OR REQUIRED UNDER THIS IN-BUILDING SOLUTIONS AGREEMENT TO BE COVERED IN WHOLE OR IN PART BY INSURANCE; (II) PROVEN DIRECT DAMAGES FOR ANY CLAIMS ARISING OUT OF PERSONAL INJURY OR DEATH, OR DAMAGE TO REAL OR PERSONAL PROPERTY, CAUSED BY THE PARTY'S NEGLIGENT OR WILLFUL MISCONDUCT; AND (III) PROVEN DIRECT DAMAGES FOR ALL OTHER CLAIMS ARISING OUT OF THIS IN-BUILDING SOLUTIONS AGREEMENT, NOT TO EXCEED \$50,000.00. CUSTOMER'S PAYMENT OBLIGATIONS, LIABILITY FOR THE PURCHASE COMMITMENT RECOVERY FEE, AND THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER THIS IN-BUILDING SOLUTIONS AGREEMENT ARE EXCLUDED FROM THIS PROVISION.

9. Confidentiality

9.1. Neither Party will disclose the other Party's Confidential Information (as defined below), to any third party, except as expressly permitted in this In-Building Solutions Agreement. This obligation will continue until 2 years after this In-Building Solutions Agreement terminates or expires. The Recipient (as defined below) may disclose Confidential Information to its subsidiaries, affiliates, agents, and consultants with a need to know, if they are not competitors of the Discloser (as defined below) and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The Parties will use Confidential Information only for the purpose of performing under this In-Building Solutions Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient 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 Recipient, (C) is received without restriction from a third party free to disclose it without obligation to the Discloser, (D) is developed independently by the Recipient without reference to the Confidential Information, (E) is required to be disclosed by law, regulation, or court or governmental order, or (F) is disclosed with the prior written consent of the Discloser. "**Confidential Information**" means nonpublic information: (i) about the Discloser's business, (ii) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this In-Building Solutions Agreement, and (iii) that the Recipient knows or reasonably should know is confidential because of its legends, markings, circumstances of the disclosure or the nature of the information. Confidential Information includes, but is not limited to: trade secrets; financial information; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing plans, and products; and the pricing and terms of this In-Building Solutions Agreement including related discussions, negotiations, and proposals. "**Discloser**" means the party disclosing Confidential Information, and "**Recipient**" means the party receiving Confidential Information.

9.2 **FOIA.** This Agreement is a copyrighted work authored by Sprint and may contain Sprint trademarks, trade secrets, and other proprietary information. Sprint acknowledges that the In-Building Solutions 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.

10. **Force Majeure.** Neither party will be responsible for any delay, interruption, or other failure to perform under this In-Building Solutions Agreement due to acts or events beyond the reasonable control of the otherwise 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, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees.

11. Notices

11.1. All notices must be in writing and are effective only: (i) when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid, or (ii) when sent via overnight delivery. Notice will be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable. Notice addresses may be changed by giving notice as provided in this section. Notices to Sprint must be sent to each of the following: (a) Sprint Custom Network Solutions, c/o Vice President Industry Solutions, Mailstop-KSOPHF0210-2A276, 6200 Sprint Parkway, Overland Park, KS 66251; and (b) Sprint Solutions, Inc., c/o VP Legal Dep't - Sales & Distribution, Mailstop KSOPHT0101-Z2525, 6391 Sprint Parkway, Overland Park, KS 66251.

11.2 Notices to Customer must be sent to the following address:

415 W. Ocean Blvd.
Long Beach CA 90802

12. Government Customer Provisions

12.1. Insurance. Customer shall not be required to maintain the insurance coverages set forth in the In-Building Solutions Product Annex.

12.2. Taxes, Fees, Surcharges & Assessments. Sprint will honor Customer's applicable statutory tax exemptions upon receipt of valid and properly executed exemption certificates and related documentation. If Customer claims an exemption from any Charges (as defined in the In-Building Solutions Product Annex), Customer shall reimburse Sprint for all reasonable costs incurred by Sprint as a result of claims arising out of Customer's claimed exemption.

12.3. Hazardous Materials. To the best of Customer's knowledge, there are no substances, chemicals or wastes on or within Customer's property or the Premises that are identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (collectively, "Hazardous Substance"). Sprint will not introduce or use any Hazardous Substance on or within the Premises in violation of any applicable law. Customer will have sole responsibility for the identification, investigation, monitoring, remediation and cleanup of any Hazardous Substance discovered at or within Customer's Property, and Customer releases Sprint from any and all claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, relating to any Hazardous Substance present at or within Customer's Property unless the presence of the Hazardous Substance is caused directly by the activities of Sprint.

13. [Intentionally Omitted]

14. Miscellaneous. (a) This In-Building Solutions Agreement is governed by the laws of the state in which the Premises are located. (b) this In-Building Solutions Agreement may not be assigned by either Party without the other Party's prior written consent, which consent will not be unreasonably conditioned, withheld, or delayed, except that each Party has the right to assign this In-Building Solutions Agreement, in whole or in part, to any of the Party's subsidiaries, affiliates, or a successor, or to any entity acquiring substantially all of the Party's assets. This In-Building Solutions Agreement binds, and inures to the benefit of, the successors and permitted assigns of the Parties. (c) This In-Building Solutions Agreement may only be amended in a writing signed by both Parties' authorized representatives. Alterations to this In-Building Solutions Agreement are not valid unless accepted in writing by both Parties. (d) Sprint performs its obligations in this In-Building Solutions Agreement as an independent contractor. Nothing in this In-Building Solutions 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. (e) If any provision of this In-Building Solutions Agreement is found to be unenforceable, this In-Building Solutions Agreement's unaffected provisions will remain in effect and the Parties will negotiate a mutually acceptable replacement provision consistent with the Parties' original intent. (f) No waiver by either Party of any breach of any provision of this In-Building Solutions Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this In-Building Solutions Agreement. (g) This In-Building Solutions Agreement's benefits do not extend to any third party. (h) References to Uniform Resource Locators (URLs) in this In-Building Solutions Agreement include any successor URLs designated by Sprint. (i) The terms and conditions of this In-Building Solutions Agreement regarding confidentiality, indemnification, warranties, dispute resolution, and all others that by their sense and context are intended to survive the expiration of this In-Building Solutions Agreement will survive. (j) This In-Building Solutions Agreement, including any Exhibits, In-Building Solutions Annexes, and all referenced documents, constitutes the entire agreement and understanding between the Parties with respect to Sprint's installation, operation, maintenance, and removal of the In-Building Solutions Equipment at the Premises and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

15. Offer Expiration. To become effective, this In-Building Solutions Agreement must be (a) signed by an authorized Customer representative; (b) delivered to Sprint on or before **August 1, 2019**; and (c) signed by a Sprint officer or authorized designee.

Each Party has caused this In-Building Solutions Agreement to be executed by its authorized representative.

CITY OF LONG BEACH

Signature

Name

Tom Modica
Assistant City Manager

Title

**EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER**

Date

6/19/19

SPRINT SOLUTIONS, INC.

Signature

Michaela Clairmonte
 Name

Manager, Contract Negotiations
 Title

Date

6/11/2019

Signature

Kathy Chaale
 Name

Manager, Contract Negotiations
 Title

Date

6/11/2019

APPROVED AS TO FORM

6-12, 2019

CHARLES PARKIN, City Attorney

By

[Signature]

AMY R. WEBBER
 DEPUTY CITY ATTORNEY

Sprint — Approved
 as to Legal Form

KAC — 3 June 2019

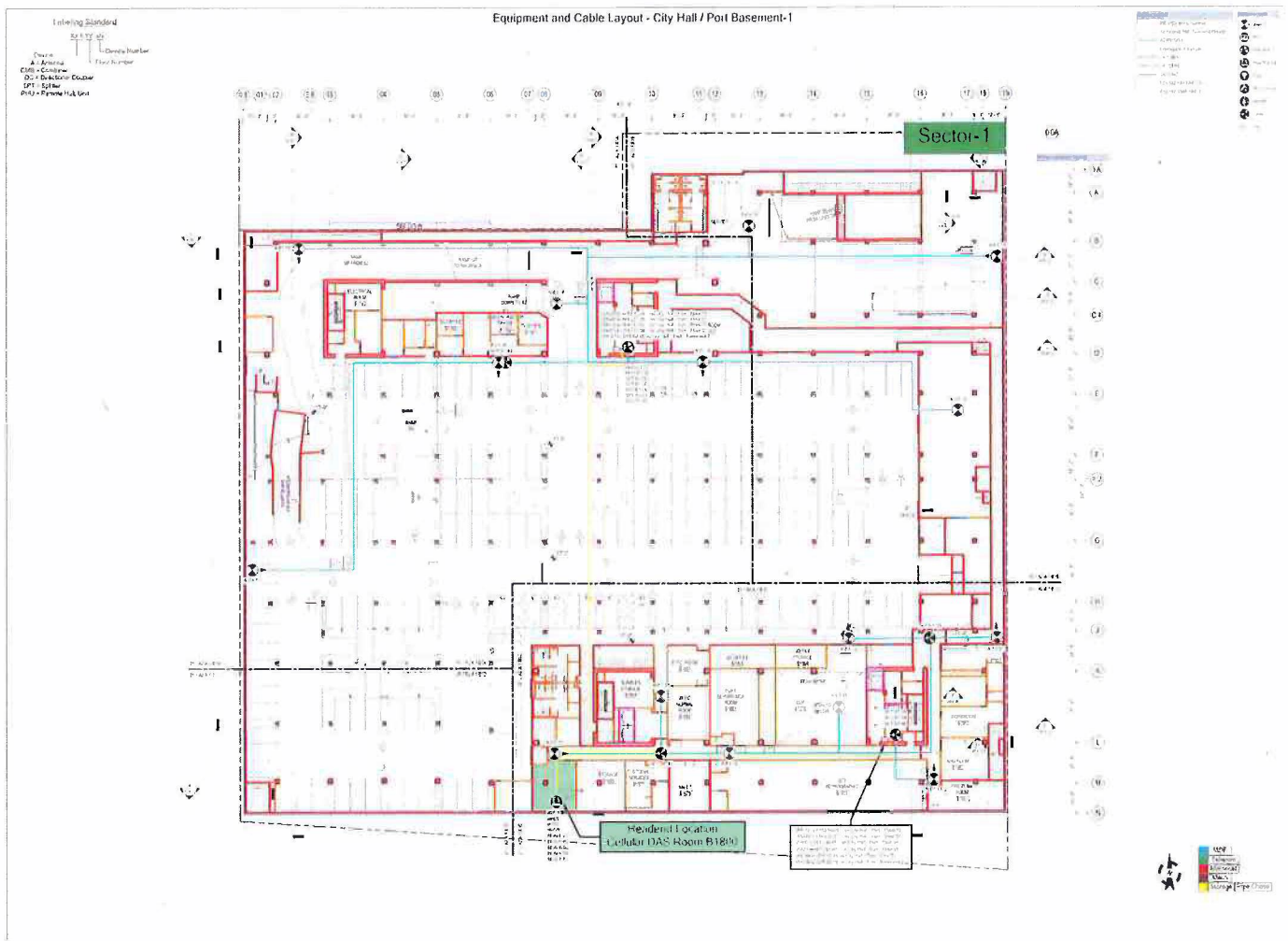
T. Williams 6/03/19

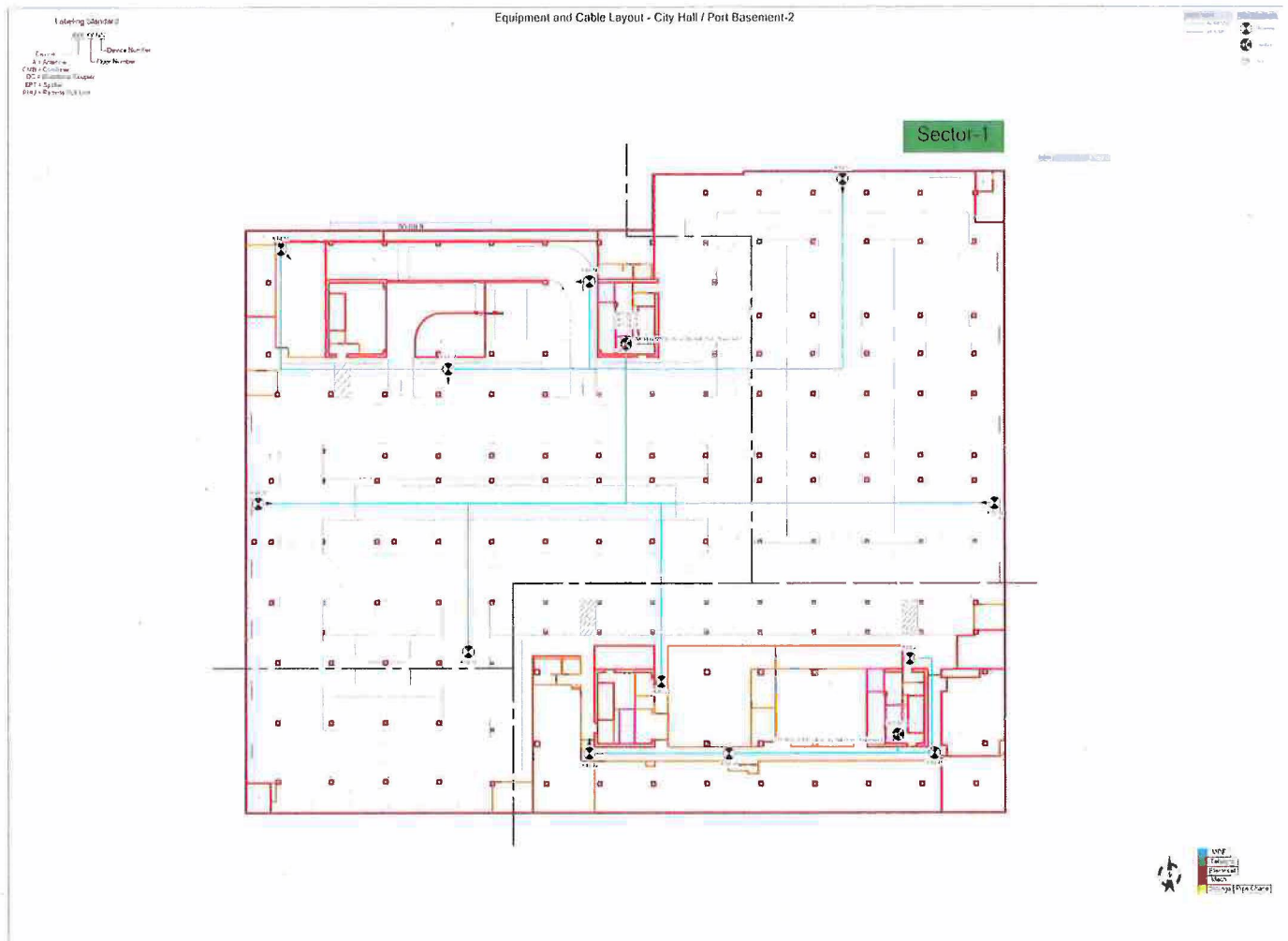
Pricing & Contract Analysis

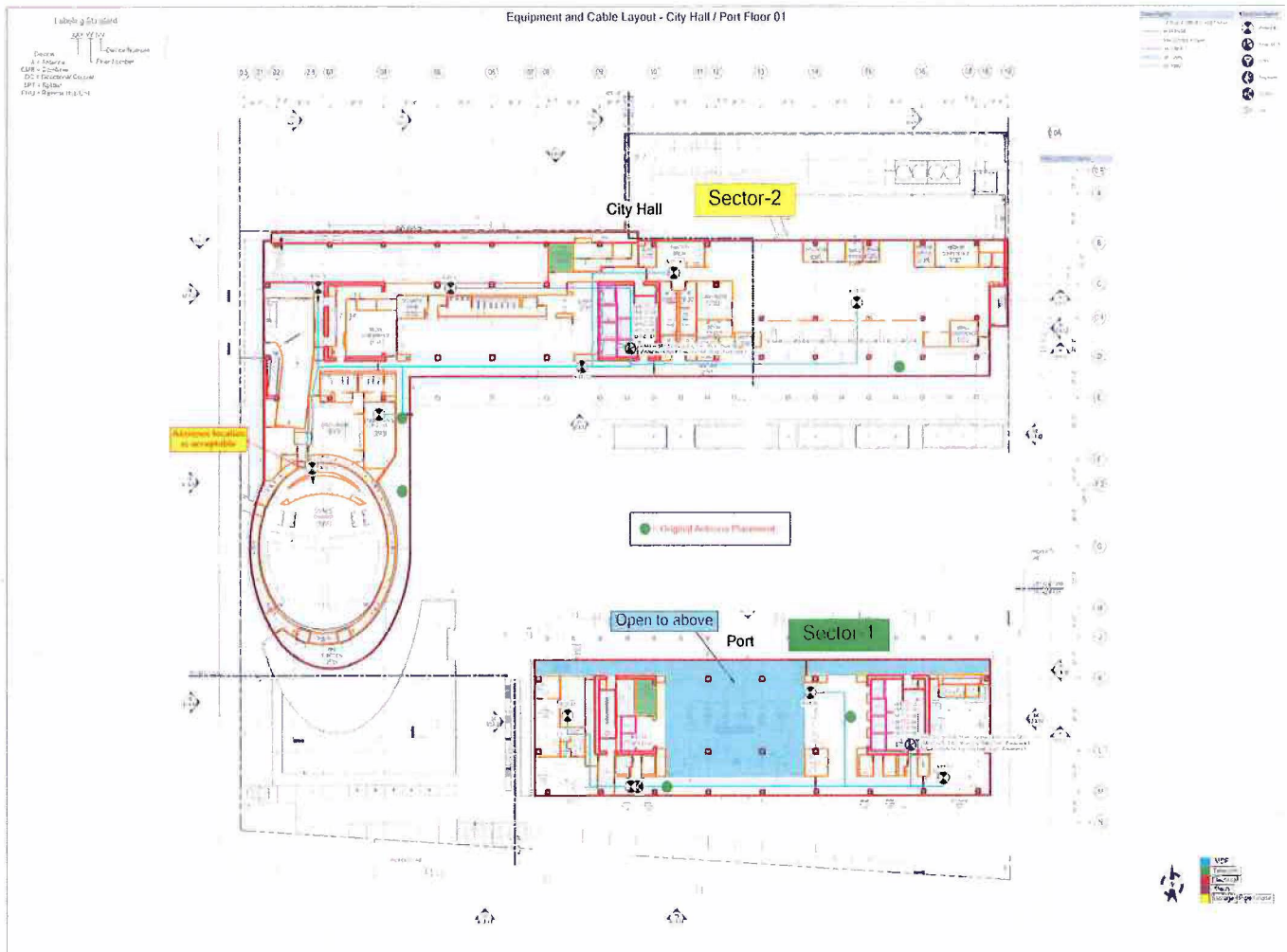
Exhibit 1 – Statement of Work

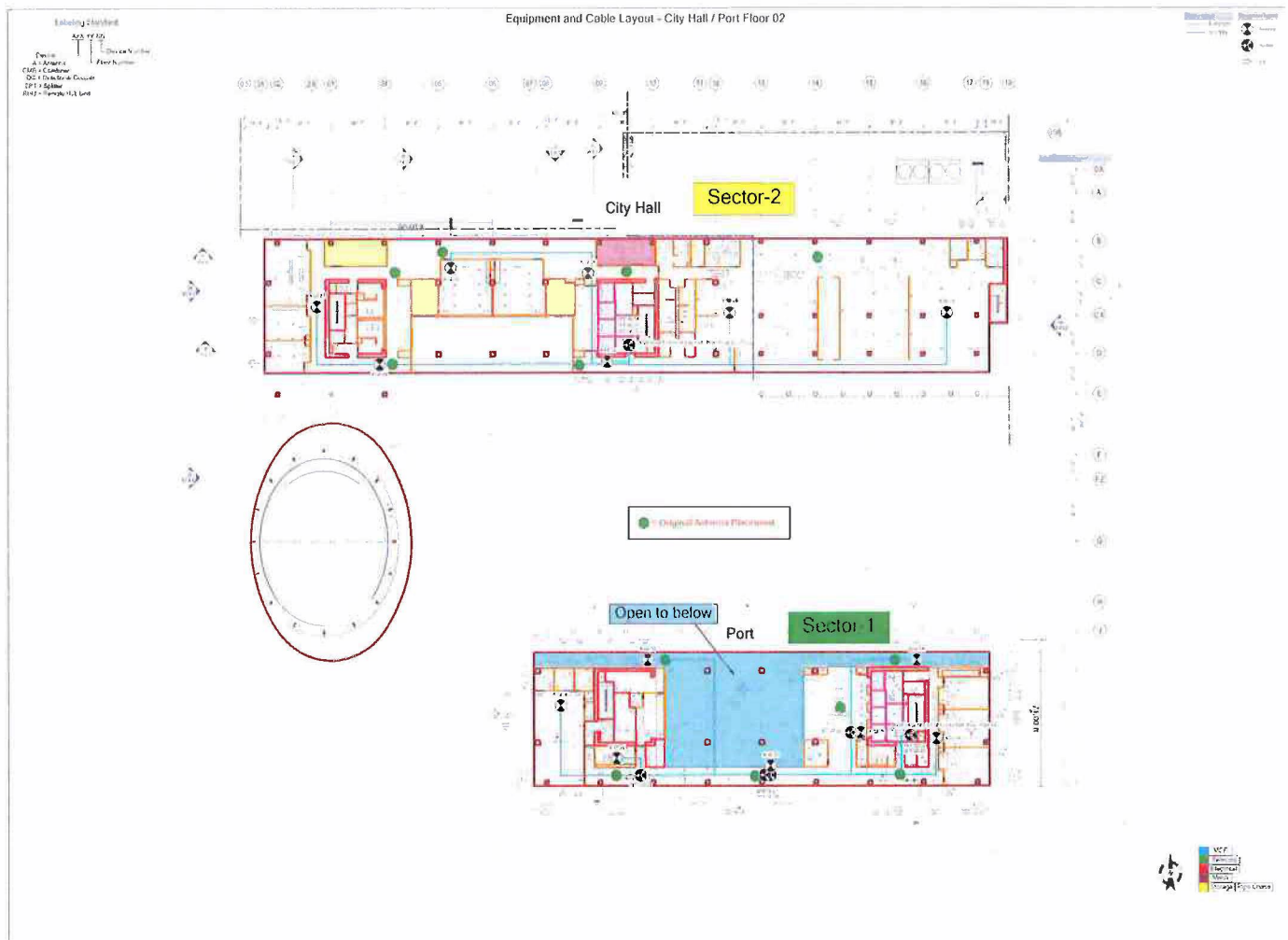
TABLE 1: SCOPE DEFINITION		
ADDRESS OF CUSTOMER FACILITY/PROPERTY:	415 W. Ocean Blvd, Long Beach CA 90802	
NUMBER OF CUSTOMER BUILDINGS IN SCOPE:	2	
BUILDING	FLOOR	SQ/FT
411 Bldg	Main	247k sq. ft.
415 Bldg.	Main	217k sq. ft.
Project ID	EMBCA04909	
TOTAL SCOPE COVERAGE AREA REQUIRING SPRINT COVERAGE ENHANCEMENT [SQ/FT]:	The objective of this project is to install 1900MHz and 2500MHz Mini Macros to interface into a customer owned neutral host DAS system covering two adjacent buildings. Two approaches will be attempted with this installation and the approach that provides the best performance will be used. In approach one, one of the two outputs of each Mini Macro will connect to each sector of the customer's neutral host DAS. In approach two, both outputs of each Mini Macro will be connected to a 2x2 hybrid matrix. One output of the hybrid matrix will connect to each sector of the customer's neutral host DAS.	
SCOPE DESCRIPTION AND OTHER PERTINENT SCOPE DETAILS:	1900, 2.5 Inbuilding System The objective of this project is to install 1900MHz and 2500MHz Mini Macros to interface into a customer owned neutral host DAS system covering two adjacent buildings. Sprint is providing the Enhanced In-Building Solutions referenced above pursuant to the applicable product annex(es) posted at http://www.sprint.com/business/support/ratesTandCproducts.html (the "Product Specific Terms Website") as of the Addendum Effective Date or In-Building Solutions Effective Date, as applicable and the terms and conditions of such product annex(es) are incorporated by reference into the In-Building Solutions Agreement and this SOW.	
LIMITATION TO COVERAGE SCOPE: LOCATIONS TO BE EXCLUDED:	None	
General construction make-up of the facility: 1. Interior walls. 2. Exterior walls and windows. 3. Roof 4. Ceiling type. (dropped or hard)	1. Interior Walls: Cinder Block and drywall 2. Exterior Walls: Brick/Mortar 3. Roof: Flat – Asphalt / Metal 4. Ceiling Type: Normal	
Customer point of contact providing information above.	Robert Davis, 310-272-6863, Robert.s.davis@clarkconstruction.com	
Customer point of contact during installation.	Same as above	
TABLE 2		
LOCATION AND ANTICIPATED SPACE FOR IN-BUILDING SOLUTIONS EQUIPMENT:	The GPS antenna will be installed on a non-penetrating roof mount on the roof the port building. The GPS cabling will enter the building through a TBD roof penetration and run down to Level B1 Room B1800 where the Mini Macros will be installed. The splitter will be used to connect each Mini Macro to the GPS cabling. The existing neutral host DAS will consist of two sectors serving two adjacent buildings.	
RF SOURCE		

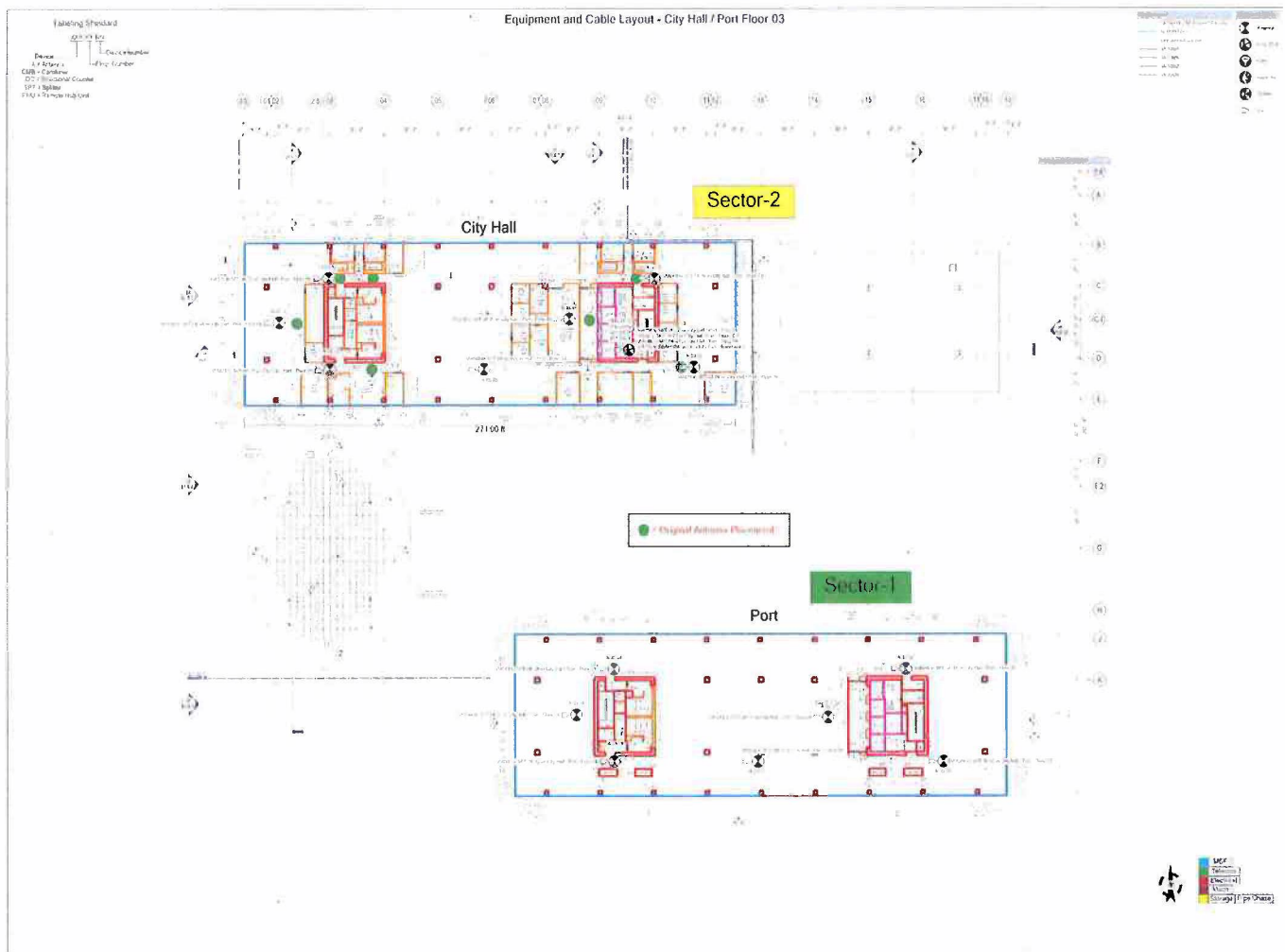
ANTICIPATED POWER REQUIREMENTS FOR IN-BUILDING SOLUTIONS EQUIPMENT:	Normal AC
CUSTOMER PROVIDED FIBER:	N/A
ADDITIONAL PROJECT REQUIREMENTS/DETAILS:	Customer will provide access areas within network footprint to allow vendor to perform signal / speed tests. Sprint is not responsible for the configuration or performance of the customer's neutral host DAS.
USER CAPACITY: N/A	USER CAPACITY: N/A
ADDITIONAL SCOPE COMMENTS:	

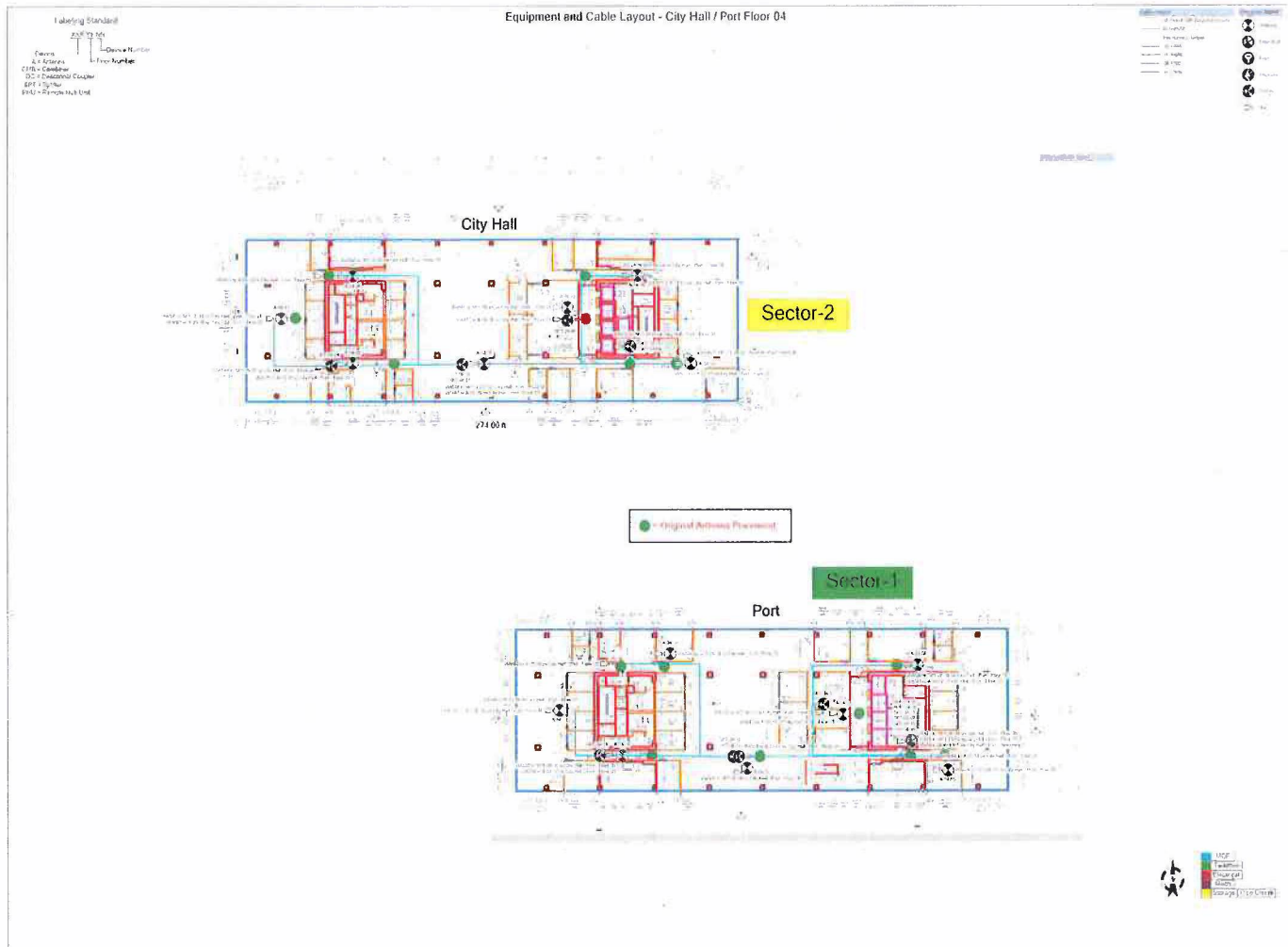


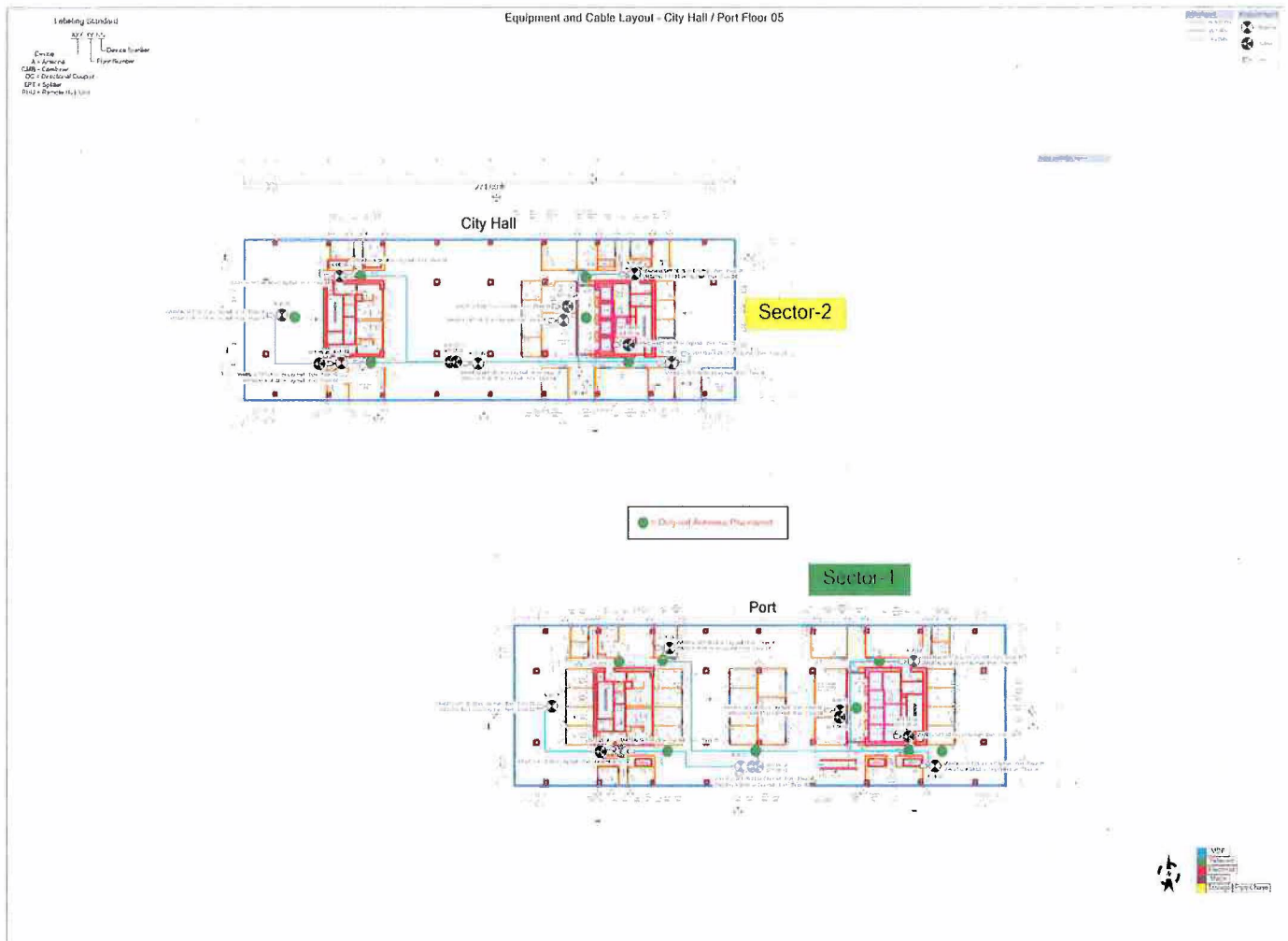


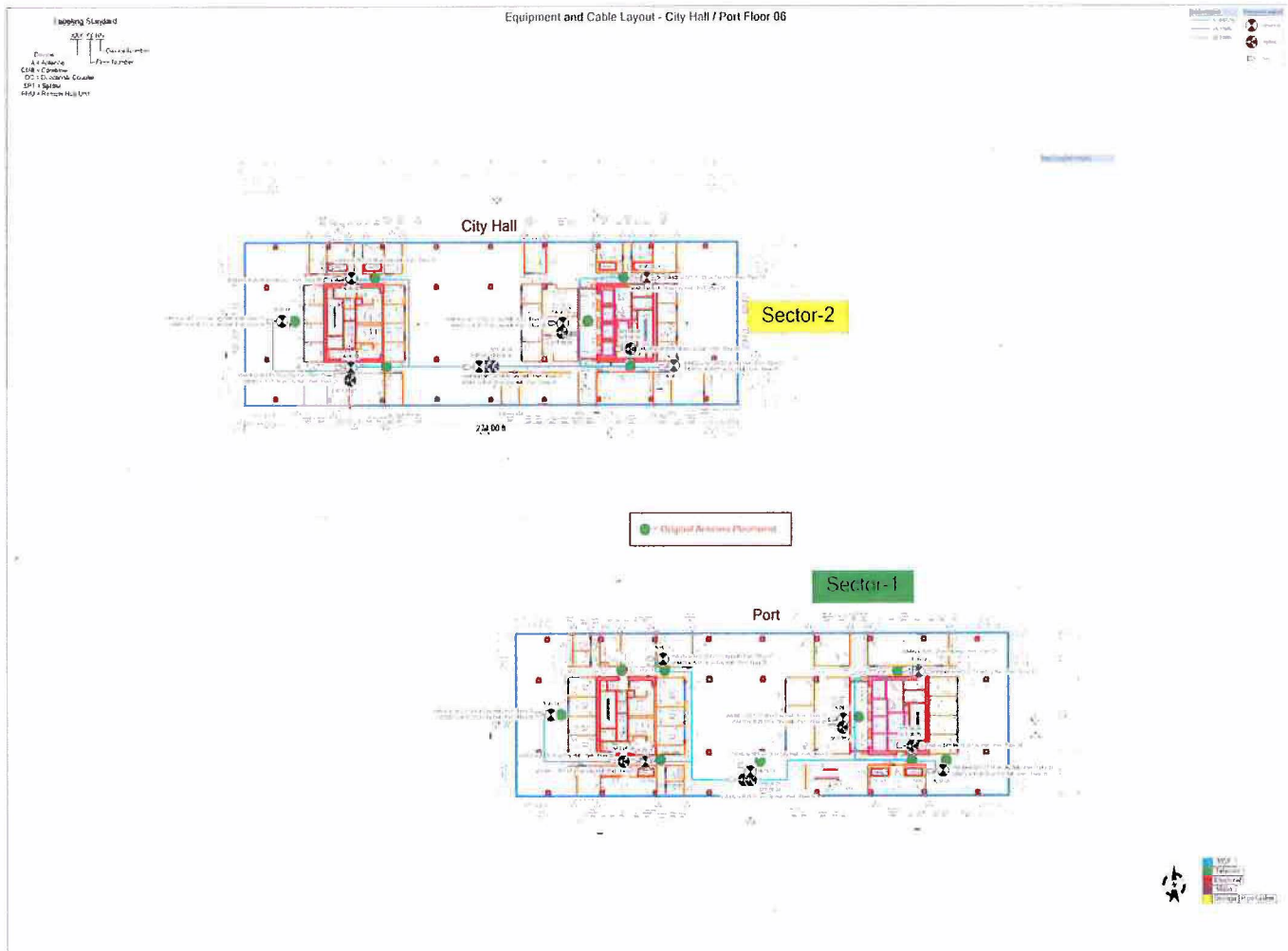


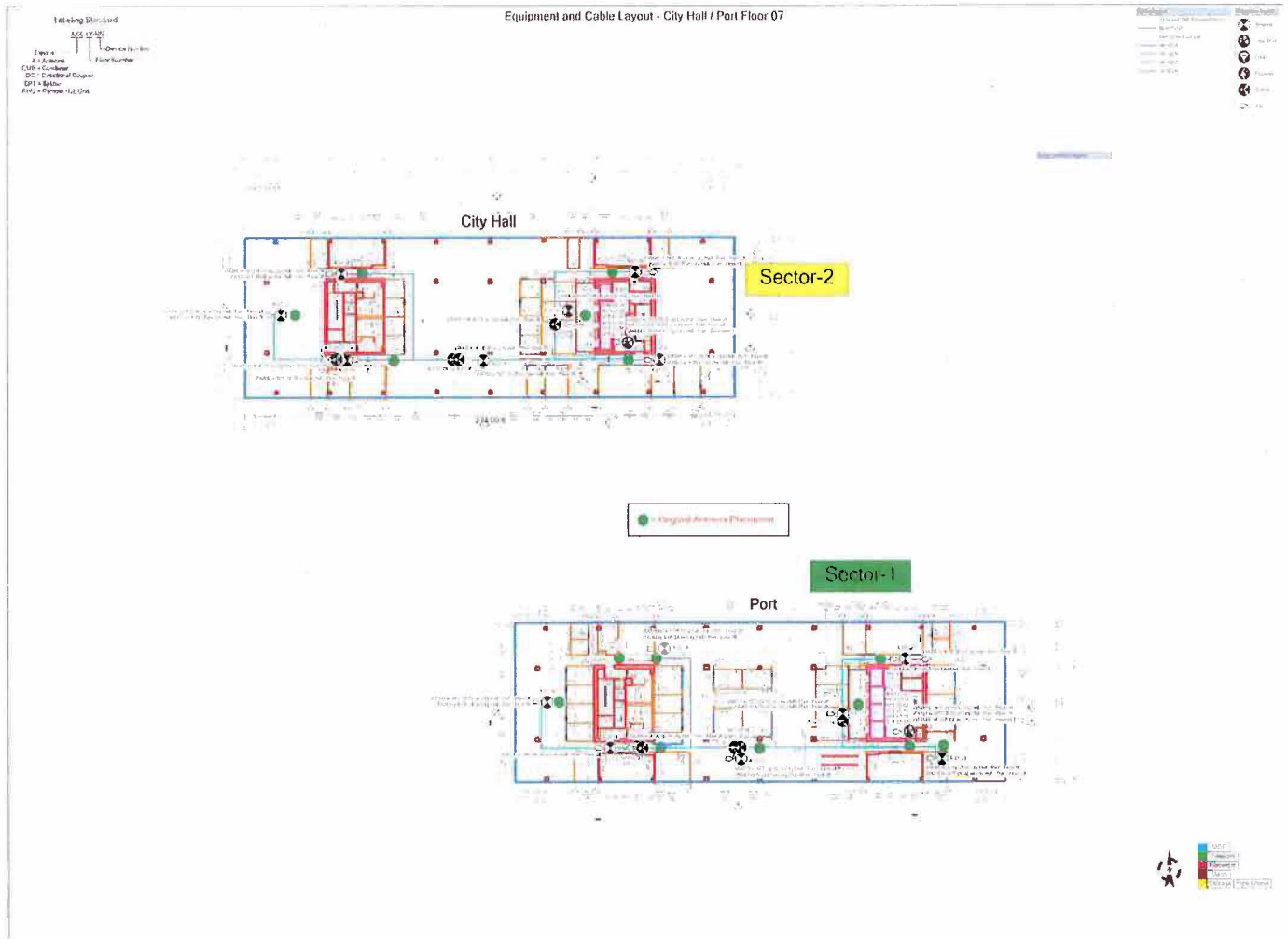


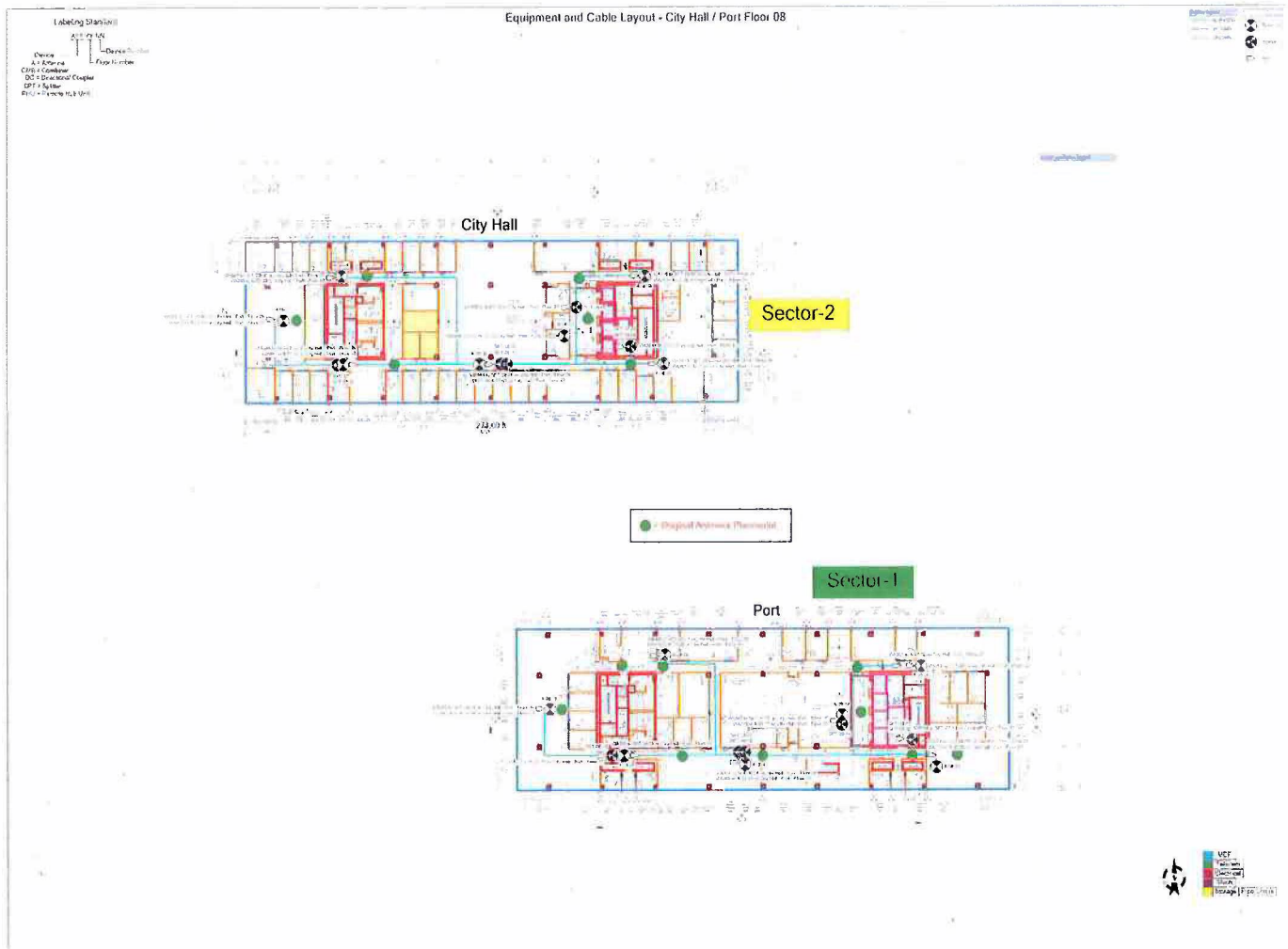


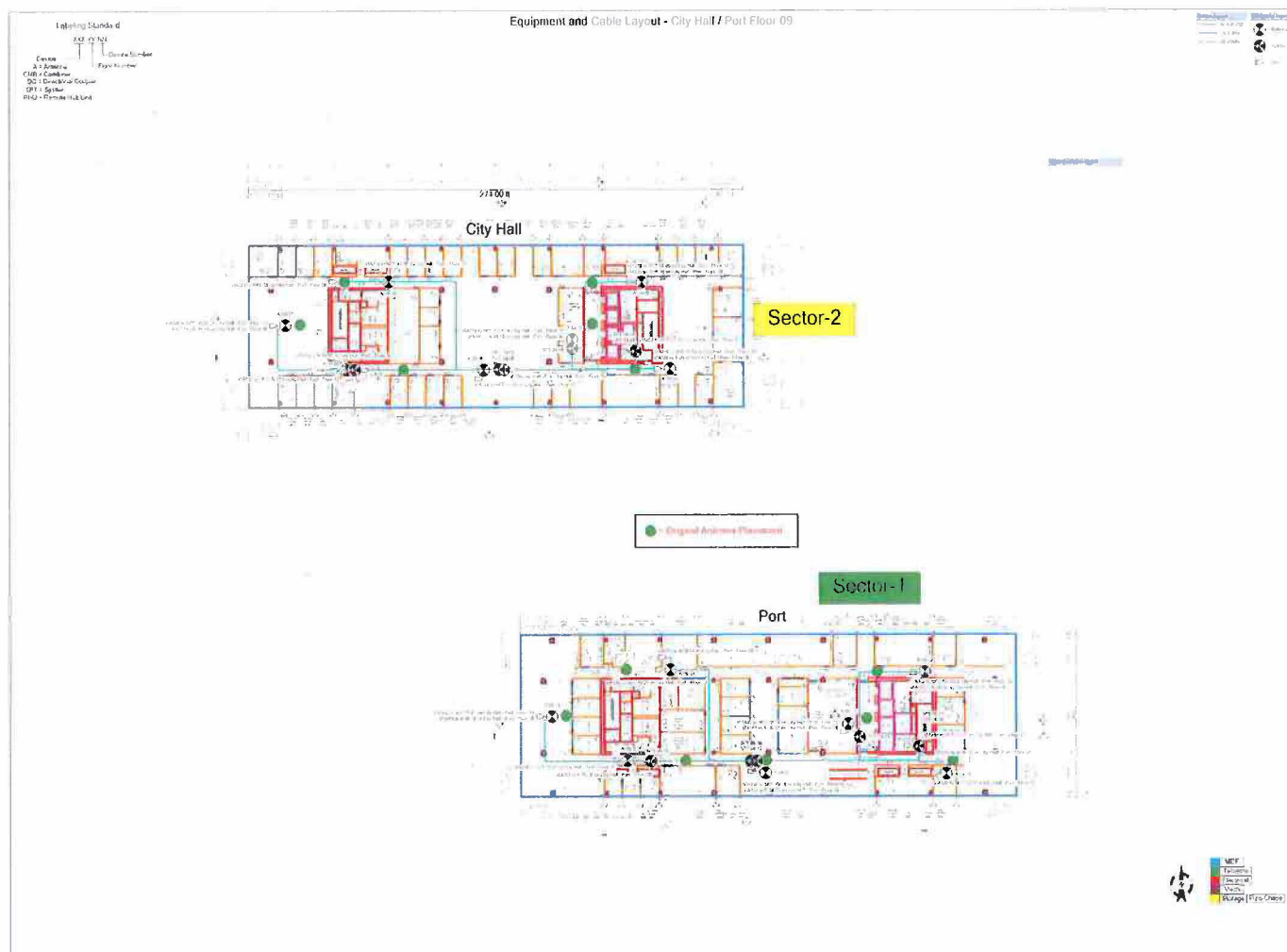


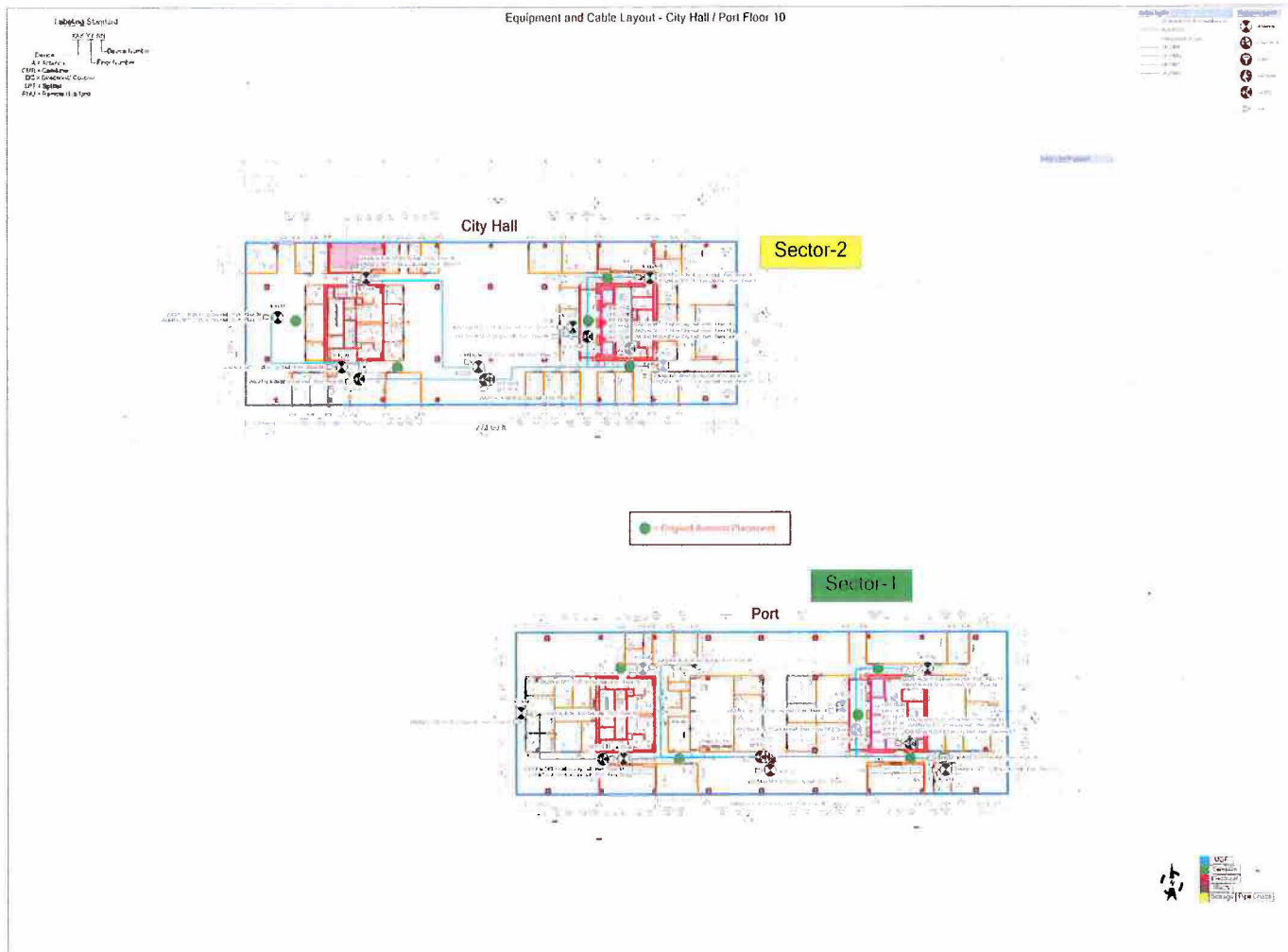


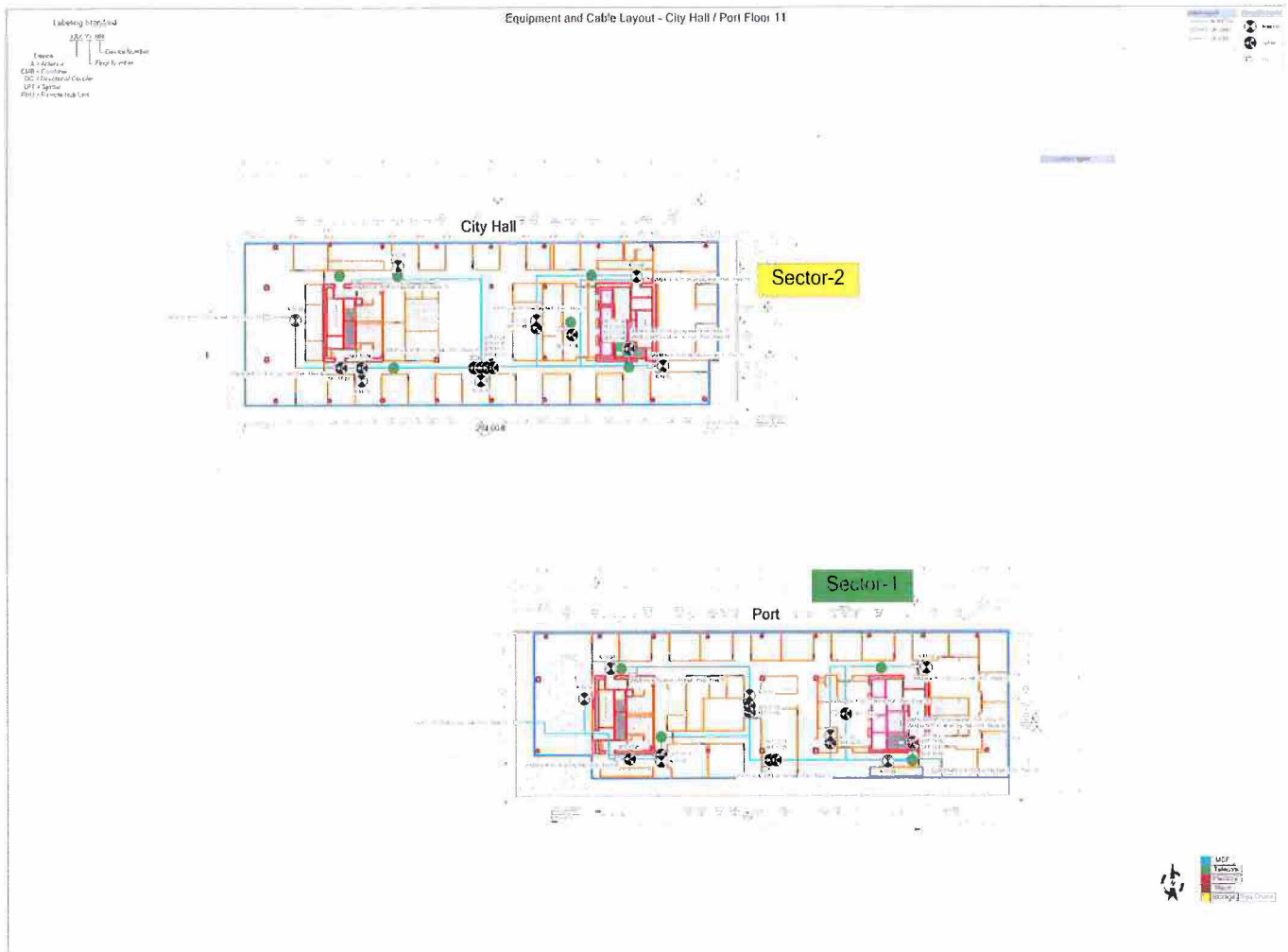


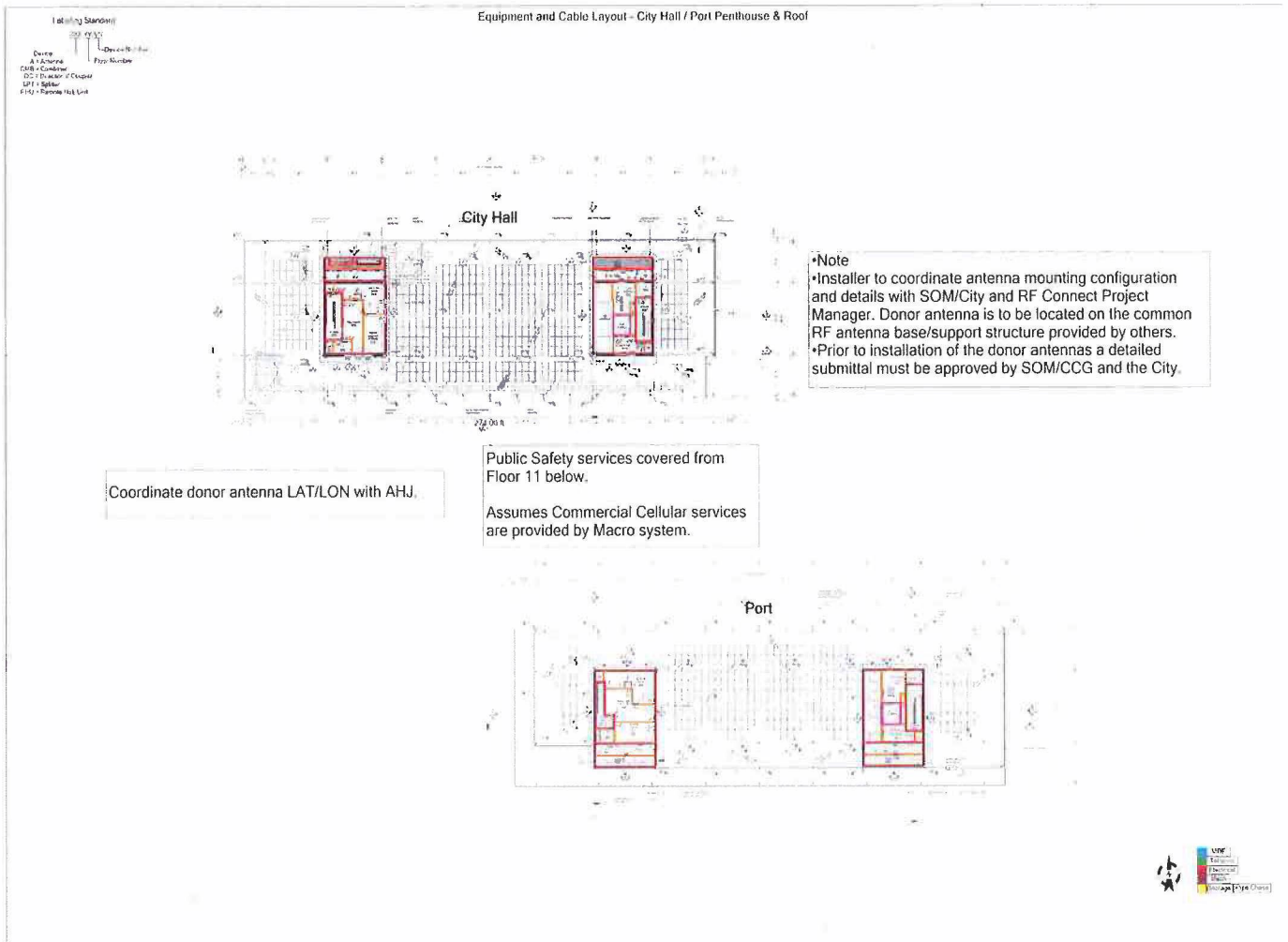












STANDARD SOLUTION AND TECHNICAL ASSUMPTIONS**SYSTEM REQUIREMENTS:**

1. Sprint will provide a CDMA solution for the areas identified in Table 1.
2. Coverage enhancement design ensures coverage to 90% of scope area.
3. Received signal strength (RSSI) design objective for CDMA is -85dBm to -95dBm with Rx signal 5dB greater than strongest interferer.
4. Solution design will support the number of users defined in Table 2.
5. Sufficient signal strength is available from existing donor sites to drive the DAS.
6. There are no EMI design requirements.
7. There are no console or custom dispatch/special talk group requirements.

INTERFERENCE:

8. Customer believes there are no existing systems in place that may interfere with Sprint's 800/1900/2500 MHz frequencies.

FACILITY:

9. Special city, county, state or federal permitting or approval processes are not anticipated to be required. If special permitting processes are required, there may be deployment timeline impacts to the project.
10. There are no special Customer permitting or approval processes required.
11. Customer believes there are no RF shielded areas in the facility.
12. Customer believes that building structure is by normal construction standards (e.g., no lead or metal lined walls, walls not thicker than six inches).
13. If necessary, special environmental studies and remediation (asbestos removal, lead based paint, etc.) to be provided by Customer with no cost to Sprint.

LABOR & INSTALLATION:

14. Union labor is not required.
15. Sprint can utilize its own preferred vendor for installation work.
16. Customer project manager or project management company labor costs are the responsibility of Customer.
17. Customer will pay all Customer required labor force costs (internal or third party).
18. Work can be completed after normal construction business hours preferably Friday evening into Saturday.
19. There are no special approvals required for Sprint vendors to perform installation work.
20. There are no restricted access areas or areas that require training, drug screening or background checks for access.
21. Customer to provide a staging location for Sprint vendor to store and secure all materials for this project from beginning to end of installation.

SPACE:

22. Customer will provide space for IN-BUILDING SOLUTIONS Equipment as stated in Table 2.
23. Anticipated RF Source equipment location restricts access to authorized personnel only.
24. RF Source location is environmentally controlled.

POWER:

25. Customer will provide power for IN-BUILDING SOLUTIONS Equipment as defined in Table 2.
26. Power is readily available at all IN-BUILDING SOLUTIONS Equipment locations at no installation or operational cost to Sprint.
27. Backup power or UPS for RF Source equipment and/or DAS equipment is not included in this scope of work.

CABLING & ANTENNAS:

28. All antennas and supporting equipment can be placed as needed to meet coverage objectives.
29. Outdoor donor antenna locations are permitted with no special installation or approval requirements.
30. Cable routing is available between RF Source equipment location and donor antenna location.
31. Cable pathways (horizontal & vertical) exist and are available for use.
32. No special antenna stealthing techniques are required and all antennas can be visible.
33. Customer will approve cable routing along the most direct cable paths.
34. Design may utilize any combination of coaxial, fiber optic or other cable.
35. Conduit is not required for any cable installations.
36. Core drilling is not required for any cable installations.
37. Customer will provide roof penetration, if necessary, for donor antennas.

CUSTOMER CARE:

- 38. Modifications to existing Customer handsets (if any) are not anticipated.
- 39. Customer will designate one to three employees for direct access to IN-BUILDING SOLUTIONS Support for account management.
- 40. Sprint will provide customer support for the IN-BUILDING SOLUTIONS Equipment through the Sprint IN-BUILDING SOLUTIONS Care group, which can be reached by calling 1-888-206-3585.

DISCLAIMER:

This project is limited by the information and data contained in this Statement of Work, including Table 1 and Table 2. The information and data contained in this document is derived from information Customer provided to Sprint. Solution is based on the site conditions and the information contained in this Statement of Work. If Property and/or Premises conditions or information change, the Parties will renegotiate in good faith the custom solution. Sprint is not responsible for coverage or capacity deficiencies resulting from (i) changed conditions at the Property or Premises or (ii) due to coverage impacting conditions beyond Sprint's control, including without limitation terrain, weather, foliage, and man-made structures.

Any change in the scope requirements and/or technical data and assumptions that is outside of Sprint's control may result in degradation of the solution and/or impairment of coverage. The deficiencies are not grounds for Sprint's default, and Sprint is not liable for the cost or expense of remedying the deficiencies. If Customer wants Sprint to redesign the solution, then the parties will renegotiate in good faith the custom solution, which may include an increased Purchase Commitment or Customer capital contribution.