

SPRINT 4G ENTERPRISE WAN PRODUCT ANNEX

The following terms and conditions in this Sprint 4G Enterprise WAN Product Annex ("Annex"), together with the Sprint Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions"), the agreement ("Agreement") under which Customer is purchasing Sprint 4G Enterprise WAN, and the agreement ("Wireline Agreement") under which Customer purchased wireline services from Sprint needed to operate Sprint 4G Enterprise WAN (if purchased from Sprint), govern Sprint's provision of Sprint 4G Enterprise WAN to Customer. Terms not otherwise defined herein will have the meanings set forth in the Standard Terms and Conditions, Agreement, and Wireline Agreement. 4G Enterprise WAN is not available in all areas.

1. DESCRIPTION

- 1.1. Sprint 4G Enterprise WAN with access to Sprint Global MPLS VPN provides wireless data connectivity service for a fixed customer location (the "Service"). Each implementation of the Service will provide connectivity to Sprint's Global MPLS VPN network. A dedicated connection between the Sprint 4G Network and Sprint 3G Network and Customer's wireline network is required for Sprint Global MPLS VPN. A Sprint certified 4G and 3G data device or devices are used to connect wirelessly to Customer's Global MPLS VPN. Customer must have Sprint's Global MPLS VPN services under a Sprint Wireline Agreement. The Service includes active monitoring of the 3G and 4G modems and customer notification when both modems are down.
- 1.2. Standard installation will include:
 - A. Exterior: The Standard Installation Package for Sprint 4G Enterprise WAN includes the professional installation of the Sprint 4G and 3G modems on a flat roof, mounted on a mast up to 60" with ballast and up to 150 feet of CAT6 (Category 6 Ethernet) cable to the interior mounting point (MPOP -Minimum Point of Penetration) of the Power Sourcing Equipment (PSE) for the modems. The mast, modems, and cables will be installed and grounded according to manufacturer's recommendations.
 - (1) *150' is the maximum cable length from the Modem to the PSE. Installed cable/conduit runs may be less than 150'.
 - B. Interior: Surge Protective Devices (SPD) will be installed in the nearest location where the CAT6 cables enter the building and between the PSE (Power Sourcing Equipment). The modem cables and PSE's will be labeled 4G and 3G respectively. The maximum allowable wiring extension of CAT 6 Ethernet cable from the PSE's to the Customer's equipment is calculated based upon the length of the cable run from the Modem to the PSE**. This in-building wiring extension does not include in-line repeaters or signal boosters, core drilling, riser installation, firewall pass-through installation, cable tray installation or any equipment or service that would necessitate additional pass-through cost to the Customer.
 - (1) ** Power over Ethernet allows a maximum total of 300 cable feet with the extension from the PSE to the modem not to exceed 150 cable feet. For example, if the extension from the PSE to the modem was 150 cable feet, then the maximum allowable extension from the PSE to the Customer's equipment would be 150 cable feet. In another example, if the extension from the PSE to the modem was 50 cable feet, then the maximum allowable extension to the Customer's equipment would now be 250 cable feet. Site specific conditions will determine this ratio. (see PoE Cable Length Calculator)

2. IMPLEMENTATION OPTIONS; USAGE

- 2.1. Once the Wireline Agreement and 4G Enterprise WAN Agreement are executed, Sprint will start the implementation process designed to support the Sprint 4G Enterprise WAN component of Customer's services. During this process, the Sprint Sales Support 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.
- 2.2. Use of Sprint 4G Enterprise WAN requires a router that can support 2 WAN interfaces: 1 for 3G and 1 for 4G. Sprint will provide recommendation on hardware and sample configurations for common routers. Sprint 4G Enterprise WAN is not available when roaming off the Sprint 4G Network or Sprint 3G Network.
- 2.3. Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through Sprint 4G Enterprise WAN. Neither Sprint nor its vendors or

licensors guarantees the accuracy, completeness or usefulness of information that is obtained through Sprint 4G Enterprise WAN. Sprint is not responsible for any lost Customer data, information, or materials. Customer is responsible for evaluating such content. Connections to the Internet via Sprint 4G Enterprise 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.

3. **PARTIES' RESPONSIBILITIES.** In addition to the parties responsibilities outlined in the Agreement, the parties commit to the following:

3.1 Customer must:

- A. Provide a designated contact person(s) to meet with Sprint as needed to discuss issues relating to Sprint 4G Enterprise WAN and appropriate subject-matter experts and/or administrators of the VPN appliance, internal router, and Customer firewall. 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 unresolved issues to Customer's vendor(s) if Customer subject-matter experts are unable to configure a device or resolve an issue or bug;
- B. Make the appropriate subject-matter experts available and be responsible for providing contact information for those individuals;
- C. Obtain the necessary permissions, consents and approvals from the building owner to install external antenna equipment on the rooftop;
- D. Ensure power at the installation location at it's expense;
- E. Ensure Service personnel or vendor has access to all fixed location facility areas (rooftop, telecom closet, etc) required to perform installation of Sprint 4G Enterprise WAN;
- F. If access to fixed location facility areas is not available when Service personnel arrive onsite, Customer will be responsible for a trip charge at Sprint's then current rates, and Customer will reschedule with Sprint for installation or maintenance of Sprint 4G Enterprise WAN; and
- G. Contact Sprint if Customer needs to perform some activity that would necessitate the equipment being moved or recalibrated at a site.

3.2 Sprint will:

- A. Perform a macro assessment of the Customer's fixed location to determine if it is within the Sprint 4G and Sprint 3G service area;
- B. Verify the Sprint 4G and Sprint 3G radio frequency measurements meet criteria for equipment installation. Sites having RF levels below Sprint design standards will not be installed and the SLA for Installation will not apply;
- C. Ship pre-configured 4G and 3G data device or devices to the Customer's location;
- D. Provide appropriate resources for equipment installation;
- E. Provide appropriate resources for supporting Sprint 4G Enterprise WAN;
- F. Provide issue tracking during implementation;
- G. Provide process for Customer to contact deployment and support personnel; and
- H. Coordinate the services of any third party required to maintain portions of the Services.

4. CUSTOMER RESTRICTIONS

4.1 Customer will not:

- A.** Modify, translate, adapt, reverse engineer, decompile, disassemble, or otherwise translate or create derivative works based on Sprint 4G Enterprise WAN, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Sprint).
- B.** Rent, lease or sublicense Sprint 4G Enterprise WAN to a third party. Any attempted rental, lease or sublicense in violation of this Agreement will be void.
- C.** Release benchmarks or other comparisons of Sprint 4G Enterprise WAN or distribute, disclose, market, or transfer any information (i) relating to the results of Customer's use of Sprint 4G Enterprise WAN including the performance, function, use or quality of Sprint 4G Enterprise WAN, or the existence of defects, bugs, or deficiencies of any kind in Sprint 4G Enterprise WAN; or (ii) contained in any documentation, report, or questionnaire of Sprint.
- D.** Move, re-locate or re-orient the equipment.

5. SPRINT 4G ENTERPRISE WAN SUPPORT MODEL

5.1 Customer Support (Tier 1)

- A.** If a user of Sprint 4G Enterprise WAN has a problem accessing the Customer's enterprise systems, that user must first contact the Customer's help desk or support group. Customer will provide Tier 1 support for its users of Sprint 4G Enterprise WAN including: taking the initial call, gathering critical information, and initiating the triage process per the procedures outlined and communicated during initial rollout of Sprint 4G Enterprise WAN. If triage is unsuccessful, then the designated help desk or support group will escalate via a phone call to the Sprint Tier 2 Technical Support group for additional support.

5.2 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 open issues based on their assigned severity levels.
- B.** Sprint Tier 2 Technical Support is available 24 hours a day, seven days a week for Sprint 4G Enterprise WAN at the Sprint-provided technical support contact numbers.
- C.** When Customer calls the Sprint Tier 2 Technical Support group, the following information must 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 locations are affected?
 - (6)** What error message is being described? If none describe symptom.
 - (7)** Describe the troubleshooting steps taken
 - (8)** What data activities were you able to perform?
 - (9)** Number of failed attempts?

- D. The Sprint Tier 2 Technical Support Specialist will provide Customer the assigned severity code for the issue, a ticket number, and information regarding when Customer will be contacted next and by whom. If the call is not Customer's initial one, Customer must have its existing trouble ticket number available for the Sprint Tier 2 Support Specialist.