

## **MULTI-CARRIER DISTRIBUTED ANTENNA SYSTEM PRODUCT ANNEX**

The following terms and conditions ("**DAS Product Annex**"), together with the applicable Sprint Custom Network Solutions Agreement or CNS attachment to a Service Agreement ("**CNS Agreement**"), govern Sprint's installation and conveyance of the multi-carrier distributed antenna system ("**DAS**"). If a conflict exists between the CNS Agreement or Customer's Service Agreement and this DAS Product Annex, the terms and conditions in this DAS Product Annex will control. Capitalized terms not otherwise defined in this DAS Product Annex are as defined in the CNS Agreement.

**1. DAS Description.** The DAS may be further detailed in the applicable Statement of Work, but generally consists of the equipment necessary for the distribution of radio frequency ("**RF**") signal through a structure. A DAS does not include any RF signal source equipment.

**1.1 RF Source Equipment.** Sprint will deploy either a base transceiver station(s) ("**BTS**") to generate dedicated CDMA and/or iDEN service or over-the-air repeaters, also known as bi-directional amplifiers ("**BDA**"), to extend existing CDMA and/or iDEN macro service inside. The equipment will interface with the distributed antenna system at the demarcation point.

**1.2 DAS.** The distributed antenna system is the distribution mechanism for delivery of the Sprint RF signal(s) to users. The distributed antenna begins at the demarcation point within a main hub, which will be co-located with the RF source equipment.

**1.3 Carrier-Specific Antenna and Electronics.** "**Carrier-Specific Antenna and Electronics**" are components of the DAS that Sprint provides that are specifically required for the proper operation of an individual Carrier on the DAS. Carrier-Specific Antenna and Electronics, if applicable, will be set out in the applicable Statement of Work.

**1.4 CNS Equipment and DAS.** The definition of CNS Equipment includes the DAS until Sprint completes the installation. After installation, the DAS is no longer included in the definition of CNS Equipment since title to the DAS automatically transfers to Customer at that time (see below).

## **2. Maintenance**

**2.1 Maintenance Agreement.** Customer will enter into a separate maintenance and monitoring agreement ("**Maintenance Agreement**") with a Sprint approved third party manufacturer-certified DAS vendor ("**Third Party Vendor**") to provide for the operation, maintenance, and monitoring of the DAS during the Initial Term, Addendum Initial Term, Renewal Terms, or any Addendum Renewal Terms (as applicable) (collectively, the "**Term**" in this DAS Product Annex) and be responsible for administering and monitoring the integration of any third party FCC licensed mobile service carrier and public safety network operator ("**Carrier**") with the DAS at Customer's expense. If Customer has not entered into a Maintenance Agreement when Sprint completes the installation of the DAS, Sprint may terminate this Agreement with respect to the DAS installation, and Customer will be liable for the applicable Purchase Commitment Recovery Fee as set forth in the CNS Agreement.

**2.2 Operation and Maintenance.** Immediately upon Sprint completing the installation and for the entire Term, Customer will operate and maintain the DAS within its design guidelines and provide necessary connectivity to the DAS for the CNS Equipment.

**2.3 Disconnection.** In the event Customer or the Third Party Vendor requires temporary disconnection of the CNS Equipment from the DAS in order to perform DAS maintenance or repair or to assess possible interference, Customer or the Third Party Vendor will contact the Sprint CNS Care Group at 1-888-206-3585 to coordinate dispatch of Sprint resources to the site to disconnect the CNS Equipment from the DAS.

**2.4 Expiration or Termination of Maintenance Agreement.** Following Sprint's completion of the installation, Sprint reserves the right to terminate the CNS Agreement or applicable Addendum if Customer allows the Maintenance Agreement to terminate or expire. Customer will provide Sprint with prompt notification if the Maintenance Agreement between Customer and the Third Party Vendor is terminated or expires. In the event that Sprint exercises its right under this section, Customer will be liable for the applicable Purchase Commitment Recovery Fee as set forth in the CNS Agreement.

## **3. Access**

**3.1 Premises/Customer's Property.** Customer will provide Sprint with unrestricted, escorted access to the Premises and Customer's Property during Customer's normal business hours and at other times as mutually agreed by Customer and Sprint as reasonably required by Sprint to install the DAS.

**3.2 Equipment.** Prior to Sprint's completion of the installation and transfer of title to the DAS, Customer will use commercially reasonable efforts to prevent unauthorized persons from accessing, altering, removing, tampering with or attempting to repair the DAS, including any third party vendors or contractors engaged by Customer to perform work at the Premises and/or Customer's Property.

**4. License to DAS.** Customer grants Sprint a fully paid, irrevocable, and exclusive license to: (i) at least 6 strands of the fiber to each active DAS component location that Sprint will be deploying in connection with the DAS installation; (ii) sufficient space within the telecommunications remote cabinet or like space to allow Sprint to interconnect its CNS Equipment for the Nextel National Network, the Sprint Nationwide Network and the Sprint 4G Network; and (iii) sufficient space at the Premises to install the DAS.

## **5. DAS Software License**

**5.1 Mobile Access DAS.** If a Mobile Access DAS is used and where software is provided with the DAS, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the DAS in accordance with and subject to the Mobile Access's End User License Agreement ("**Mobile Access EULA**") posted at <http://www.mobileaccess.com/xres/uploads/documents/End%20User%20License%20Agreement.pdf>. Customer's obligation to comply with the Mobile Access EULA will survive the expiration or termination of the CNS Agreement.

**5.2 SOLiD Technologies DAS.** If a SOLiD Technologies DAS is used and where software is provided with the DAS, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the DAS in accordance with and subject to the SOLiD Technologies End User License Agreement ("**SOLiD EULA**") posted at: <http://www.tripower.com/PDFs/SOLiDEULA.pdf>. Customer's obligation to comply with the SOLiD EULA will survive the expiration or termination of the CNS Agreement.

**6. Customer Responsibility for Other Carriers.** Customer understands and agrees that:

**6.1 RF Source Equipment.** Except as otherwise specifically provided in the applicable Statement of Work, each Carrier is responsible for providing its own signal source (via repeater, BTS or otherwise) and obtaining any access required (broadband or otherwise) in connection with the provisioning of its signal source.

**6.2 Shelter and Power.** Each Carrier is responsible for ensuring that it has adequate shelter and power.

**6.3 Carrier Equipment.** Except as otherwise specifically provided in the applicable Statement of Work, each Carrier is responsible for purchasing its own specific equipment necessary for the interconnection and provision of signal source to the DAS and may be responsible for entering into a separate maintenance agreement with the Third Party Vendor when it integrates with the DAS.

**6.4 Interference.** Customer will be responsible for mitigating any interference issues arising with respect to the DAS or caused by any other Carriers' or public safety transmissions. Customer and Third Party Vendor in conjunction with the Carrier causing interference are responsible for correcting interference issues.

**6.5 Troubleshooting.** Customer will be responsible for triaging and troubleshooting all DAS related issues. Customer will contact the Third Party Vendor customer support for all services not directly provided by Sprint, including the DAS infrastructure, or other applications and services issues related to other Carriers. Customer will promptly notify CNS Care if an issue is identified as relating to the CNS Equipment or Devices activated under this Agreement.

**6.6 Exclusivity.** Customer will not allow any other Carrier to integrate with the DAS before the expiration of the twelfth month after Sprint completes the installation.

**6.7 Notice of Interconnection.** Customer will provide Sprint with written notice 30 days before another Carrier interconnects to the DAS.

**6.8 Connection Fee.** For each Carrier that interconnects to the DAS, Customer agrees to pay Sprint a Connection Fee as set out in the applicable Addendum.

**6.9 Carrier-Specific Antenna and Electronics.** If a Statement of Work contains Carrier-Specific Antenna and Electronics, Customer agrees to pay Sprint the Carrier-Specific Antenna Electronics Cost as set out in the applicable Addendum.

## **7. Title**

**7.1** Customer will own the cabling (provided that 6 strands of fiber to each DAS active component location will be dedicated to Sprint for its current or future use as deemed necessary in Sprint's sole discretion), unless otherwise agreed to in writing by the Parties.

**7.2** Ownership of the DAS will transfer to Customer automatically when Sprint completes the installation. Upon transfer, Sprint will be deemed to convey the DAS to Customer in "as-is" condition. Title to the RF Source Equipment does not transfer: title continues to vest with Sprint.

**7.3** Upon Sprint's completion of the installation and transfer of title, Sprint will have no liability or obligation with respect to the operation, maintenance or monitoring of the DAS, or for resolving any interference related to the DAS or any other Carriers interconnected with the DAS.

**8. Termination or Expiration.** If the CNS Agreement terminates or expires prior to Sprint's completion of the installation, Sprint will have the right to (i) enter the Premises and Customer's Property immediately and take possession of and remove the DAS, and (ii) pursue any other remedies available to Sprint at law or in equity.

**9. Interference.** Sprint is not responsible for mitigating any interference issues arising with respect to the DAS or caused by any other Carriers. Customer is responsible for mitigating any interference issues arising with respect to the DAS or caused by public safety transmissions. The "Post-Installation" section of the "Signal Interference" section of the CNS Agreement also applies with respect to interference caused by another Carrier's equipment that is installed at the Premises or elsewhere on Customer's Property after the Effective Date.

**10. No Warranty – DAS.** SPRINT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND (STATUTORY, EXPRESS OR IMPLIED) TO CUSTOMER OR TO ANY OTHER USER OF THE DAS OR SERVICES PROVIDED VIA THE DAS OR WITH REGARD TO THE OPERATION AND MAINTENANCE OF THE DAS, IN WHOLE OR IN PART. SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

#### **11. Limitation of Liability**

**11.1 General.** In addition to any limitations set forth in the CNS Agreement, Sprint does not assume and will have no liability under the CNS Agreement for (i) failure to install the DAS within a specified time period; (ii) unavailability of or delays in delivery of the DAS; or (iii) damage or interference caused to the DAS or DAS operations due directly or indirectly to causes beyond the reasonable control of Sprint, including, but not limited to, acts of God, acts of the public enemy, acts of the government, acts or failure to act of Customer, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, unusually severe weather conditions or default of Sprint's subcontractors due to any of those causes.

**11.2 Service Disruptions.** WITHOUT LIMITING THE FOREGOING, SPRINT'S SOLE LIABILITY TO USERS OF ANY OF THE SPRINT-OWNED NETWORKS RESULTING FROM THE UNAVAILABILITY OR NON-OPERATION OF THE DAS IS LIMITED TO THE APPLICABLE REMEDIES AND SUBJECT TO THE LIMITATIONS PROVIDED FOR UNDER: (i) THE SERVICE AGREEMENT FOR SERVICE DISRUPTIONS; AND (ii) THE CNS AGREEMENT. SPRINT SHALL HAVE NO LIABILITY TO USERS OF NETWORKS NOT OWNED BY SPRINT FOR SERVICE DISRUPTIONS RESULTING FROM THE UNAVAILABILITY OR NON-OPERATION OF THE DAS.