

MULTI-CARRIER PARALLEL DISTRIBUTED ANTENNA SYSTEM PRODUCT ANNEX

The following terms and conditions (“**Multi-Carrier Parallel DAS Product Annex**”), together with the Sprint Custom Network Solutions Agreement or Attachment, as applicable (“**CNS Agreement**”), govern Sprint’s installation and conveyance of the Sprint portion of the Multi-Carrier Parallel DAS Network (defined below). If a conflict exists between the CNS Agreement and this Multi-Carrier Parallel DAS Product Annex, the terms and conditions in this Multi-Carrier Parallel DAS Product Annex will control. Capitalized terms not otherwise defined in this Multi-Carrier Parallel DAS Product Annex are as defined in the CNS Agreement.

1. Multi-Carrier Parallel DAS Network. A “**Multi-Carrier Parallel DAS Network**” is a system comprised of the cabling, CNS Equipment, and any other Carriers’ (defined below) parallel DAS that distributes radio frequency (“**RF**”) signal through a structure. CNS Equipment is a subset of the Multi-Carrier Parallel DAS Network in which Sprint has dedicated electronics, fiber, coax cable, and antennas installed to provide service on the Nextel National Network, Nationwide Sprint Network, and Sprint 3G Network. No components are shared between Sprint and any other third party FCC licensed mobile service carriers (“**Carrier(s)**”). Sprint will install all cabling, including a bundle of physical fibers that will be divided between Sprint and other Carriers based on Customer’s stated needs and Sprint’s design standards at the time of installation. This additional bundle of fiber will not be used by Sprint and will be required to prepare the Multi-Carrier Parallel DAS Network for other Carriers joining the system. If when a Carrier joins the Multi-Carrier Parallel DAS Network, the Carrier’s cabling requirements go beyond the original design assumptions, Customer and the other Carrier—not Sprint—are responsible for funding and installing the additional cabling.

2. Operation and Maintenance. Sprint will operate and maintain the CNS Equipment. Sprint is not responsible for operating or maintaining the Multi-Carrier Parallel DAS Network, excluding the CNS Equipment.

3. Other Carriers. Customer understands and agrees that:

3.1 RF Source Equipment. Each Carrier is responsible for providing its own RF signal source (via repeater, BTS or otherwise) and obtaining any access required (broadband or otherwise) in connection with the provisioning of its signal source;

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

3.3 Carrier Equipment. Each Carrier is responsible for purchasing its own specific equipment necessary for the interconnection and provision of signal source to the Multi-Carrier Parallel DAS Network and may be responsible for maintenance of that equipment when it integrates with the Multi-Carrier Parallel DAS Network.

4. Customer Responsibilities.

4.1 Troubleshooting. Customer is responsible for triaging and troubleshooting all Multi-Carrier Parallel DAS Network related issues. Customer will notify the Sprint CNS Care Group at 1-888-206-3585 in the event of any Sprint-related service issues on the Multi-Carrier Parallel DAS Network. Sprint is responsible for triaging and troubleshooting CNS Equipment related issues only. Sprint is not responsible for any services not directly provided by Sprint, including the Multi-Carrier Parallel DAS Network infrastructure (excluding CNS Equipment) or other applications and services issues related to other Carriers.

4.2 Interference. Customer is responsible for coordinating mitigation of interference between Carriers. 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 Customer’s Property after the Effective Date.

4.3 Exclusivity. Customer will not allow any other Carrier to integrate with the Multi-Carrier Parallel DAS Network before the expiration of the twelfth month after Sprint completes the installation.

4.4 Other Carriers. Ten days prior to another Carrier joining the Multi-Carrier Parallel DAS Network, Customer must provide written notice to the Sprint CNS Care Group at CNSCare@sprint.com that another Carrier is joining the Multi-Carrier Parallel DAS Network. The notice must include the following information: (1) Carrier name; (2) frequencies/channels Carrier is operating on; (3) type of RF source Carrier is using; and (4) what specific channels Carrier is using.

4.5 Connection Fee. For each Carrier that interconnects to the Multi-Carrier Parallel DAS Network, Customer agrees to pay Sprint a Connection Fee as set out in the applicable Addendum.

5. Title and License to CNS Equipment and Cabling.

5.1 Sprint retains ownership of all CNS Equipment on the Multi-Carrier Parallel DAS Network.

5.2 Sprint is responsible for installing a minimum of (i) 12 strands of fiber between the main hubs and expansion hubs; and (ii) 2 coax lines between the expansion hubs and the remote access units for the Multi-Carrier Parallel DAS Network of which

1 coax line will be connected between the Sprint expansion hub and remote access unit and the other line will be left unconnected so that future Carrier(s) can connect the spare line to its expansion hub and remote access unit when it joins the Multi-Carrier Parallel DAS Network. When installation is complete, ownership of the following shall automatically transfer from Sprint to Customer: (1) all installed fiber to Customer between the main and expansion hubs and (2) all cabling between the expansion hubs out to the remote access units for both Sprint and future Carriers; provided, however, that Customer grants Sprint an irrevocable, exclusive license to: (A) at least 6 strands of the fiber between the main hubs and expansion hubs; (B) 1 coax line that connects the Sprint expansion hub to the remote access unit; and (C) sufficient space at the Premises to install the CNS Equipment.

6. No Warranty – Multi-Carrier Parallel DAS Network, Cabling, and CNS Equipment. 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 FOR THE MULTI-CARRIER PARALLEL DAS NETWORK, CABLING, AND CNS EQUIPMENT.

7. Limitation of Liability. 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 cabling within a specified time period; (ii) unavailability of, or delays in delivery of, the cabling; or (iii) damage caused to the cabling 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. Sprint does not assume and will have no liability under the CNS Agreement for anything related to the Multi-Carrier Parallel DAS Network.