

## **SPRINT iDEN INTEROPERABILITY / CONSOLE PRODUCT ANNEX**

The following terms and conditions (“**iDEN Interoperability / Console Product Annex**”), together with the applicable Sprint Converged Network Agreement or attachment to a Service Agreement (“**CNS Agreement**”), govern Sprint’s installation and conveyance and Customer’s purchase and use of iDEN Interoperability / Console solutions. If a conflict exists between the CNS Agreement or Customer’s Service Agreement and this iDEN Interoperability / Console Product Annex, the terms and conditions in this iDEN Interoperability / Console Product Annex will control. Capitalized terms not otherwise defined in this iDEN Interoperability / Console Product Annex are as defined in the CNS Agreement.

**1. General Description of Dispatch Console Systems and Interoperability Switches.** A dispatch console system is one that allows Sprint’s iDEN services to be connected to Customer’s traditional land mobile radio communication systems. Alternately, for customer applications that primarily need to support the connection of dissimilar communication systems, an interoperability switch may be used instead of a dispatch console system. Interoperability switches typically provide a reduced level of functionality and control supervision compared to a console solution; however, an interoperability switch can be optimized to better support interoperability requirements between various radio systems.

**1.1** Dispatch console systems are designed to support command and control of a wide and varying range of communication resources. These resources typically include conventional and trunked land mobile radio systems but may well include a variety of other specialized communication systems (air to ground communications, short wave communications, satellite, intercom, landline telephone, as well as Sprint services). In general, dispatch console systems exhibit the following capabilities:

**A.** The systems provide the controls and audio infrastructure to allow a user to manage activity on all assigned communication resources.

**B.** The systems allow basic radio and communication control functions, such as select, transmit, monitor, etc.

**C.** The systems also allow specialized capabilities, such as the following: (i) group select, which allows multiple channel resources to be selected and voice dispatch information to be transmitted; (ii) transmit all, which is a similar feature to the group select function except that all resources are keyed up (sometimes referred to as an all points broadcast); (iii) alert tones, which can be used to alert users on a talkgroup or channel that an important message is about to be broadcast; (iv) intercom function, which allows the dispatch operators to communicate between themselves to coordinate activities; (v) support for a variety of microphone options, such as desk, gooseneck, or headset microphones, to meet specific dispatch environment requirements; (vi) support cross channel connection (e.g., cross patch) to provide interoperability between different communication systems; and (vii) serve as centralized point of connection for archival audio logging recorder equipment.

**1.2** For purposes of this iDEN Interoperability / Console Product Annex, the defined phrase “**Dispatch Console**” includes both a dispatch console solution and an interoperability switch solution.) A Dispatch Console may consist of hardware, cabling, and software components.

**2. CNS Equipment.** The Dispatch Console is considered CNS Equipment until Sprint completes the installation. From and after that point, the Dispatch Console is no longer CNS Equipment.

**3. Requirements.** Certain equipment is necessary for full interoperability and integration. The minimum required equipment that Customer is required to provide includes without limitation the following:

**3.1** iDEN Devices on the Dispatch Console must be on a Sprint rate plan that includes TalkGroup;

**3.2** For some advance features of the Dispatch Console to work, specific iDEN Devices are required;

**3.3** If a remote dispatch console position is included in the design, then LAN connectivity (e.g., ethernet) between remote dispatch console position and console equipment rack is required;

**3.4** Power and space for all Dispatch Console related equipment is required; and

**3.5** More information about the specific requirements for Customer’s solution is contained in the Statement of Work.

**4. Modifications.** Modifications to the Dispatch Console after Sprint completes the installation are not included in the Statement of Work. If Customer wants Sprint to modify its Dispatch Console after that point, the Parties will negotiate a new agreement or addendum, as applicable.

**5. Enhanced In-Building Coverage.** Customer may need to install enhanced in-building coverage in order for iDEN wireless services from Sprint to work effectively. Pricing for enhanced in-building coverage will be set forth in a separate agreement with Sprint.

**6. Title.** Sprint will transfer ownership of the Dispatch Console to Customer immediately when Sprint completes the installation. Upon transfer, Sprint will be deemed to convey the Dispatch Console to Customer in “as-is” condition. Upon finalization of installation and transfer of title, Sprint will have no liability or obligation with respect to the operation, maintenance or monitoring of the Dispatch Console.

**6.1** If Customer already owns a dispatch solution and Sprint is providing additional components to connect to customer's existing dispatch solution, then title to the Sprint provided components transfer in "as-is" condition.

**7. Software.** To the extent the Dispatch Console or related Statement of Work includes software, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software solely to enable Customer to use the Dispatch Console in accordance with the CNS Agreement. Customer is not granted any right to use the software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code, and Customer agrees not to reverse engineer, decompile, modify or enhance any software. Customer is not authorized to modify, adapt, translate or create derivative works based in whole or in part on the software or disassemble the software.

**8. Maintenance.** Once Sprint completes the installation, Customer is solely responsible for monitoring and maintaining the Dispatch Console, and Customer will operate and maintain the Dispatch Console within design guidelines. Unless Customer has the specific expertise internally, Sprint recommends that Customer enter into a maintenance agreement with a third party vendor for the Dispatch Console. Upon request, Sprint can help Customer find a third party vendor to maintain the Dispatch Console.

**9. No Warranty – Dispatch Console.** SPRINT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND (STATUTORY, EXPRESS OR IMPLIED) TO CUSTOMER OR TO ANY OTHER USER OF THE DISPATCH CONSOLE OR SERVICES PROVIDED VIA THE DISPATCH CONSOLE OR WITH REGARD TO THE OPERATION AND MAINTENANCE OF THE DISPATCH CONSOLE, 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.

**10. Limitation of Liability**

**10.1 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 Dispatch Console within a specified time period; (ii) unavailability of or delays in delivery of the Dispatch Console; or (iii) damage or interference caused to the Dispatch Console or Dispatch Console 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.

**10.2 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 DISPATCH CONSOLE 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 DISPATCH CONSOLE.