

SPRINT FIRST INTEGRATOR DAS PRODUCT ANNEX

The following terms and conditions ("**SFI DAS Annex**"), together with the applicable Sprint Custom Network Solutions Agreement or attachment to a Service Agreement ("**CNS Agreement**"), govern Sprint's interconnection to a multi-carrier distributed antenna system ("**SFI DAS**") for the purpose of enhancing the provision of Sprint wireless services. Capitalized terms not otherwise defined in this SFI DAS Annex are as defined in the CNS Agreement.

1. Overview of Sprint First Integrator Program. The Sprint First Integrator program supports Sprint's participation on an SFI DAS that that is owned by Customer and where Customer has executed a contract for installation, ongoing monitoring, and ongoing maintenance of the SFI DAS ("**Maintenance Agreement**") with a Sprint-approved third-party vendor ("**Third-Party Vendor**").

2. Term. The Term or Addendum Initial Term (as applicable) will begin on the date the Third-Party Vendor receives Customer's written acceptance of the SFI DAS. Customer will concurrently provide to Sprint a copy of Customer's written acceptance notice that it sends to the Third-Party Vendor.

3. Operation, Maintenance, and Monitoring of SFI DAS. During the Term, Customer must have a Maintenance Agreement with a Third-Party Vendor. Customer will provide Sprint with prompt notification if the Maintenance Agreement is terminated or expires during the Term and Customer will have a reasonable period of time to cure by entering into a Maintenance Agreement with another Third-Party Vendor. Customer, by contracting with the Third-Party Vendor to do on its behalf, will:

3.1 Provide for the operation, maintenance, and monitoring of the SFI DAS and be responsible for administering and monitoring the integration of any third-party FCC licensed mobile service carrier ("**Carrier**") with the SFI DAS;

3.2 Operate and maintain the SFI DAS within design guidelines and provide necessary connectivity to the SFI DAS for the CNS Equipment during the Term; and

3.3 Conduct a thorough, preventive maintenance and signal strength/quality test annually and, when the preventative maintenance and tests are complete, provide Sprint with the results. If the measurements are outside of the design guidelines, Customer will fix the SFI DAS so that it is operating within the SFI DAS design guidelines.

4. Notice to Sprint Users. Customer will use reasonable efforts to notify all users of Sprint Products and Services under the Service Agreement of instances when Customer conducts preventive maintenance or when Customer's SFI DAS system fails.

5. Notice to Sprint. Customer will notify Sprint 10 days in advance of any planned maintenance that may impact Sprint's network services by calling Sprint Custom Network Solutions Care at 1-888-206-3585 ("**CNS Care**").

6. Failure to Monitor and Maintain. If Customer fails to adequately monitor and maintain the SFI DAS in Sprint's reasonable discretion, Sprint may either terminate the CNS Agreement or the affected Addendum, and Customer will reimburse Sprint for its costs.

7. Disconnection. In the event that Customer requires temporary disconnection of the CNS Equipment from the SFI DAS, Customer will contact CNS Care to coordinate dispatch of Sprint resources to the Premises to perform the disconnection.

8. Customer Responsibility for Other Carriers. Customer understands and agrees that it is responsible for triaging and troubleshooting all SFI DAS-related issues. For all issues related to services not provided by Sprint directly, including without limitation the SFI DAS infrastructure or other applications and service issues related to other Carriers, Customer with its Third-Party Vendor will be responsible. If an issue as identified as relating to the CNS Equipment, then Customer will notify CNS Care promptly.

9. Interference. Customer is responsible for identifying and correcting any interference issues arising with respect to the SFI DAS, including without limitation interference caused by other Carriers' or public safety transmissions. Sprint is not responsible for mitigating any interference issues arising with respect to the SFI DAS. The section on "Post-Installation" interference in the CNS Agreement applies with respect to interference caused by another Carrier's equipment that is installed on the SFI DAS.

10. No Fees or Charges for Sprint DAS Interconnection and Usage. Customer agrees that during the Term of the CNS Agreement or for as long as Sprint is interconnected to the SFI DAS (whichever is longer): (a) Sprint will have the right to interconnect the CNS Equipment to the SFI DAS at no charge; and (b) Sprint will not be liable to Customer (or any agent, successor, or assign of Customer) or any other third party for any fees, charges, or expenses related to the installation, operation, and maintenance of the CNS Equipment at the Premises or Sprint's interconnection to or usage of the SFI DAS at the Premises. To clarify, Sprint's will be deemed to be interconnected to the SFI DAS during periods of temporary disconnection for maintenance, repair, or replacement of the Premises, Property, CNS Equipment, or SFI DAS, as well during any other period of disconnection lasting not more than 180 days.

11. Technology Upgrades. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, CNS Equipment, Products, and Services. In some instances, these efforts will result in the need to ultimately replace certain offerings or technologies. Accordingly, Sprint reserves the right to maintain, repair, upgrade, modify or replace the CNS Equipment at Sprint's sole discretion at any time during the Term.

12. Termination. Customer's failure to meet its obligations under this SFI DAS Product Annex will be deemed a material default in the performance of its duties and obligations under the CNS Agreement.