APPLICATION PROGRAMING INTERFACE (API) TO ACCESS PRICING TOOL (TERMS OF USE)

The following terms and conditions relate to the Application Programing Services ("API") which will allow Customer to have firewalled access to Sprint's BPM access pricing tool. By ordering, accessing, and using the firewalled access to Sprint's BPM access pricing tool, Customer accepts these terms and conditions.

1. **Scope.** Sprint and Customer are parties to a service agreement under which Sprint sells wholesale wireline data services to Customer ("Agreement"). As part of that agreement, Sprint will make available the API Services Gateway to Customer. The term API applies to a set of routines and protocols that enable Sprint's computing systems to communicate directly to Customer's systems.

2. **Certificate and Scope of Use.**

   2.1. Sprint grants Customer a limited, personal, non-exclusive, non-transferable, digital certificate ("Certificate") to access through a user interface provided by Sprint and use the Sprint API to connect to the BPM access pricing tool.

   2.2. The Certificate is effective as of the date that Sprint grants access to Customer to its API by providing username, passwords, interface protocols and other technical and/or compliance requirements. This access may be revoked immediately by Sprint upon the occurrence of a misuse by Customer. In addition, Sprint can cancel a Certificate if notified of a termination of Customer's employee to whom the Certificate was assigned.

   2.3. Sprint will provide technical support to Customer to assist Customer with the API.

3. **Customer Obligations.**

   3.1 System Requirements. Customer will ensure that its systems comply with all technical requirements and guidelines related to the API. Customer agrees that it meets the minimum system requirements for interfacing with Sprint's API. Customer acknowledges that it must procure, at its sole expense, the necessary computer access to Sprint's API Services and will use the Sprint API in accordance with the guide provided by Sprint and updated from time-to-time.

   3.2 Title and Risk of Loss. Customer acknowledges and agrees that Sprint's API, along with all Intellectual Property Rights associated therewith, are the property of Sprint. As between Customer and Sprint, Sprint retains all right, title, and interest therein, and no title to or ownership of the Sprint's API or any component thereof, are transferred to Customer by virtue of this Attachment. Sprint has no obligation to customize or further develop Sprint's API. Customer agrees that it will not do anything inconsistent with Sprint's title in the Service, data and other materials.

   3.3 Authorized Users. Customer will provide Sprint with accurate user information relating to names, ID's and passwords, and its responsibility in ensuring that only authorized users access Sprint's API. As such, Customer will promptly notify Sprint of any change in personnel which requires Sprint to update its information relating to end-user authorizations, licenses, etc.