

SPRINT® K12 CAMPUS CONNECT IN-BUILDING SOLUTIONS PRODUCT ANNEX

The following terms and conditions (“**Sprint K12 Campus Connect In-Building Solutions Product Annex**”), together with the applicable Sprint In-Building Solutions (f/k/a Custom Network Solutions or CNS) Agreement or attachment to a Service Agreement (“**In-Building Solutions Agreement**”), govern Sprint’s installation, operation, and maintenance of the K-12 Campus Equipment (defined below). If a conflict exists between the In-Building Solutions Agreement or Customer’s Service Agreement and this Sprint K12 Campus Connect In-Building Solutions Product Annex, the terms and conditions in this Sprint K12 Campus Connect In-Building Solutions Product Annex will control in relation to the Sprint K12 Campus Connect Equipment. Capitalized terms not otherwise defined in this Sprint K12 Campus Connect In-Building Solutions Product Annex are as defined in the In-Building Solutions Agreement. All references to “CNS,” “Custom Network Solutions” and/or “Converged Network Solutions” in this Sprint K12 Campus Connect In-Building Solutions Product Annex, the In-Building Solutions Agreement or Customer’s Service Agreement shall be deemed to read instead as “In-Building Solutions.”

1. Sprint K12 Campus Connect In-Building Solutions Solution. Sprint provides wireless data network solution and services at Customer’s Property over a Sprint owned and managed Wi-Fi network for the exclusive use of Customer’s Sprint Wi-Fi-enabled devices. Figure 1 below is a generic, high-level diagram of the Sprint K12 Campus Connect In-Building Solutions Equipment. K-12 Campus In-Building Solutions Equipment (defined below) may include Sprint-provided Wi-Fi access points (APs), cabling, and a gateway controller (**Sprint K12 Campus Connect In-Building Solutions Equipment**). The Wi-Fi gateway controller included in the Sprint K12 Campus Connect In-Building Solutions Solution provides wireless network data services using Wi-Fi between Customer’s Sprint Wi-Fi-enabled Devices and the Internet over the Sprint K12 Campus Connect In-Building Solutions network. Equipment does not provide wireless voice services. When traveling between the Sprint Networks and the Sprint K12 Campus Connect In-Building Solutions Equipment, a data session will end, and the user will need to initiate a new data session. For purposes of interpreting the In-Building Solutions Agreement, “In-Building Solutions Equipment” includes Sprint K12 Campus Connect In-Building Solutions Equipment. In addition, for purposes of interpreting the In-Building Solutions Agreement, “Networks” includes the Sprint K12 Campus Connect In-Building Solutions Equipment, and “Services” includes wireless local area network data services provided over the Sprint K12 Campus Connect In-Building Solutions Equipment.

Sprint K12 Campus Connect In-Building Solutions

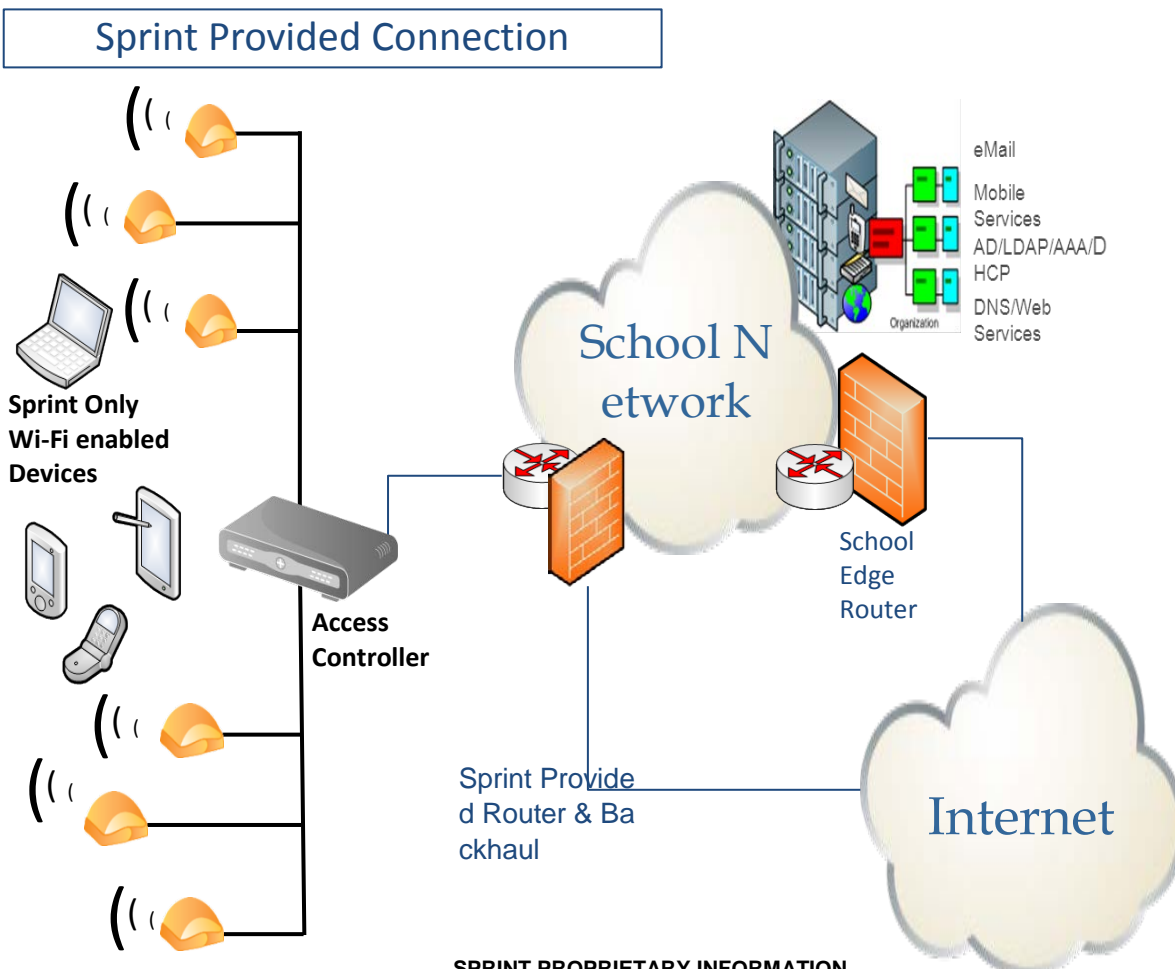


Figure 1: Generic network diagram of Sprint K12 Campus Connect In-Building Solutions Equipment and Customer LAN/enterprise network

2. Signature. Customer acknowledges and agrees that there is no commitment on Sprint's part to install Sprint K12 Campus Connect In-Building Solutions Equipment at any Premises until both Parties have signed the applicable document that includes a Statement of Work describing the installation of Sprint K12 Campus Connect In-Building Solutions Equipment.

3. Space, Connectivity, and Utilities Specific to Sprint K12 Campus Connect In-Building Solutions Equipment. Customer, at its cost, will provide the appropriate space, utilities, and integration into Customer's network as outlined in the Statement of Work and final design. Customer is responsible for ensuring that Customer's network will support the traffic that the Sprint K12 Campus Connect In-Building Solutions Equipment passes to Customer's network. For the installation, operation, and maintenance of the Sprint K12 Campus Connect In-Building Solutions Equipment, Customer, at its cost, will provide Sprint with a continuous, adequate, and secure connection. If Customer already has installed Wi-Fi equipment in the future plans to install additional Wi-Fi equipment, the Customer must notify Sprint in advance so that Sprint may make any necessary modifications to the Sprint K12 Campus Connect In-Building Solutions Equipment. If there is any degradation created by sharing of public spectrum resources that results from another conflicting network either existing or future, Sprint will not be responsible for retrofitting or re-engineering the Sprint K12 Campus Connect In-Building Solutions Equipment other than as indicated in the applicable Statement of Work.

4. Monitoring and Maintenance. Sprint and or Sprint's agents will provide network monitoring, notification, and maintenance as set out in this section for only the Sprint K12 Campus Connect In-Building Solutions Equipment that Sprint owns and that is listed in the description of the Sprint K12 Campus Connect In-Building Solutions Equipment in section 1 above. Customer will be responsible for monitoring, maintaining and providing notifications concerning any Customer-owned equipment and cabling and any Customer-provided connectivity to the Sprint K12 Campus Connect In-Building Solutions Equipment.

4.1 Monitoring, Notification, and Maintenance Services. After Sprint and or Sprint's agents complete the installation, Sprint will monitor, maintain, and provide notifications concerning the Sprint K12 Campus Connect In-Building Solutions Equipment as set forth in this section 4.

a. Monitoring. Customer will provide Sprint with a single point of contact for notification of all service-affecting issues to Sprint's Sprint K12 Campus Connect In-Building Solutions Equipment. If Sprint and or Sprint's agents detect any service-affecting issues, Sprint and or Sprint's agents will contact the designated contact to confirm that there is an issue affecting the Sprint K12 Campus Connect In-Building Solutions Equipment. If there is an issue with the Sprint K12 Campus Connect In-Building Solutions Equipment, then Sprint will provide Customer updates every two hours until the issue is resolved.

b. Customer Noticed Issues. If Customer detects an issue that affects the Sprint K12 Campus Connect In-Building Solutions Equipment, then Customer is responsible for conducting initial mitigation to eliminate Customer-owned equipment and cabling and Customer-provided connectivity issues as causes of the service issue. If Customer determines that the issue is not isolated to Customer-owned equipment and cabling or Customer-provided connectivity, then Customer's designated contact must call the Phone number referenced in the statement of work for care related to the Sprint K12 Campus Connect In-Building Solutions Equipment. If there is an issue with the Sprint K12 Campus Connect In-Building Solutions Equipment, then Sprint will provide Customer updates regularly until the issue is resolved.

4.2 Exclusions. Maintenance will not include the following:

a. Repair of damage caused by Customer's failure to continually provide a suitable environment for all Sprint K12 Campus Connect In-Building Solutions Equipment including, but not limited to, adequate structural and mechanical integrity, electrical power, air conditioning, or humidity control where applicable.

b. Repair of damage caused by accident, natural disaster, neglect, misuse, or unauthorized alterations to the Sprint K12 Campus Connect In-Building Solutions Equipment.

c. Customer may be assessed additional charges or an additional purchase commitment for any repairs that occur under this Section 4.2.

5. Change Management

5.1 Customer-Initiated, Post-Implementation. Customer must give prior written notice to Customer's Sprint In-Building Solutions account team for any changes to Customer's local area network, space, utilities, or connectivity that may affect the Sprint K12 Campus Connect In-Building Solutions Equipment or Sprint's ability to operate, monitor, or maintain the Sprint K12 Campus Connect In-Building Solutions Equipment. If Customer's changes result in new requirements, changes, or configurations to the Sprint K12 Campus Connect In-Building Solutions Equipment, Sprint may assess additional charges or an additional purchase commitment.

5.2 Sprint-Initiated, Post-Implementation. All Sprint-initiated modifications, additions, and maintenance to the Sprint K12 Campus Connect In-Building Solutions Equipment will be made at Sprint's sole cost and expense, unless otherwise stated in the In-Building Solutions Agreement. Sprint will use commercially reasonable efforts to not make material modifications or additions to the Sprint K12 Campus Connect In-Building Solutions Equipment that will affect Customer's use of the Sprint K12 Campus Connect In-Building Solutions Equipment (e.g., changes that require alterations to Customer's systems, processes, or procedures), that may require access to Customer sites, or that may cause Customer to incur any additional cost or expense.