

**SUPPLEMENTAL PROVISIONS FOR
SPRINT SELECT ADSL SERVICES
("ADSL Terms and Conditions")**

The following terms and conditions, together with the Sprint Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") or Sprint Master or Custom Services Agreement ("Agreement"), as applicable, govern Sprint's provision of Sprint Select Digital Subscriber Line ("DSL") Services ("ADSL Services") to Customer as specified in the Order form (the "Order"). Unless expressly provided, if a conflict exists between the Standard Terms and Conditions or Agreement and these ADSL Terms and Conditions, these ADSL Terms and Conditions will control.

1. Sprint Installation Services. For Sprint-provided installation of ADSL Services, the following applies.

1.1 Sprint Responsibilities. Sprint will perform the following services:

A feasibility study is done to evaluate DSL eligibility of a dedicated site before an order is placed. This will also ensure that the requested speed is available.

1.2 Limitation of Liability. Except for its negligent or willful acts or omissions, Sprint is not responsible for any personal injury or property damage that is caused by or related to the installation of ADSL Services.

1.3 Customer Responsibilities. In addition to Customer's responsibilities in the Standard Terms and Conditions or the Agreement, Customer agrees to:

A. grant Sprint all necessary consents and permissions to install Equipment for Sprint to provide ADSL Services to Customer.

B. represent and warrant that it owns the Customer Premises or Customer has received permission from the Customer Premises' owner to allow Sprint to make any changes to the Customer Premises needed to install Equipment and provide ADSL Services to Customer and that the use of the Equipment space and associated facilities, conduits and rights-of-way comply with all applicable laws, rules and regulations, as well as any existing leases or other contractual agreements or rights of others.

C. grant to Sprint or its subcontractors a license to enter the Customer Premise during normal business hours Monday through Friday to perform installation, repair or maintenance services in support of ADSL Services.

D. configure its Local Area Network ("LAN"), if applicable, so that ADSL Services are available via the LAN to Customer's end users at a Customer Premise. Customer is responsible for configuring Customer equipment to interface with ADSL Services, including, but not limited to, PCs, printers, other routers, switches, servers and hubs. Customer will be responsible for any custom configurations of its xADSL router that are different than Sprint's standard installation configuration. Sprint will not be responsible

for interference with the performance of ADSL Services caused by Customer's configuration of its xADSL Router.

1.4 Installation Interval.

A. Sprint will use commercially reasonable efforts to complete installation of ADSL Services at each Customer Premise within 70 calendar days from the date that an Order is accepted and entered by Sprint. This will vary from site to site depending on various variables, in particular the ability of the Field Operations team to reach and communicate readily with the local customer site contact for site validation and site installation visit purposes.

B. Customer agrees that installation is complete if the post-installation performance check that Sprint conducts confirms that an end-user at Customer's Premise may properly access the Sprint MPLS Network via ADSL Services. If Sprint determines that the test is successful at the time of installation, that date is the Activation Date, and Sprint will begin billing as of that date.

C. Sprint is not responsible for any delay or inability to provide the ADSL Service as of the Customer's requested Activation Date if the Service activation becomes delayed or precluded by events beyond Sprint's control, including, but not limited to, inaccurate or incomplete information that Customer provides, faulty Customer equipment or facilities, lack of full access to Customer Premises or wiring closets, delays in Customer's responsibilities, Customer-initiated changes in installation date, unavailability of DSL services from Sprint's designated local service provider to the Customer premises, or any other circumstances beyond Sprint's control, including acts of God.

2. Customer Use of ADSL Services.

2.1 Customer will not make any illegal use of ADSL Services and will conform to Sprint's acceptable use policy as modified from time to time, which is available through Sprint's website <http://www.sprint.net/abuse.html>

2.2 Customer will not permit or allow others to:

- (1) abuse or fraudulently use DSL Services, including, but not limited to, unauthorized or attempted access, alteration, or destruction of Sprint's customers or other authorized user's information;
- (2) use DSL Services in such a manner that causes interference, or tampers with another customer's or authorized user's use of the Sprint network; or
- (3) use ADSL Services in a manner that violates Sprint's acceptable use policy.

2.3 Under no circumstances will the Customer be allowed to resell ADSL Services.

2.4 If Customer fails to comply with this Section 4, Customer releases Sprint from all liabilities or obligations (including any warranty or indemnity obligations) and Customer will indemnify Sprint for all costs or damages that Sprint incurs as a result of Customer's failure to comply.

3. Equipment Warranty.

3.1 Sprint warrants that equipment received by Customer for ADSL Services ("Equipment") will be in good working order and will conform to the requirements necessary to provide ADSL Services on the installation date. During the term of the order contract, Sprint will provide replacement Equipment at no charge if Equipment provided by Sprint fails to perform properly due to Equipment failure that is not caused by or related to:

- (1) Customer damage;
- (2) third parties;
- (3) failure to maintain a suitable environment for the Equipment; or
- (4) changes in Customer's hardware or software that conflicts with Equipment.

Sprint will provide replacement Equipment within a commercially reasonable time period after Customer notifies Sprint.

3.2 Customer is also entitled to any separate warranty available from the manufacturer of Equipment. Sprint does not make any representations regarding the terms, conditions, or qualification standards for coverage under any manufacturer warranty.

4. Prices; Additional Charges. The prices for MRCs and non-recurring charges are set forth in the Customer's order for the ADSL Services.

The Sprint ADSL MRC does not include taxes, surcharges, regulatory program charges, fees, or assessments imposed by any revenue or regulatory authority of competent jurisdiction. Also not included are any VAT or customs fees associated with spare equipment ordered by the customer.

5. Availability of ADSL Services. ADSL Services are subject to availability as determined solely by Sprint. Customer must meet each of the requirements in the Sprint ADSL pre-installation checklist. If these requirements are not met before a date scheduled for Sprint-provided installation, Sprint may charge Customer an additional fee per additional installation attempt.

6. Term for ADSL Services. The Term will begin on the first day of the first complete billing month after both parties have signed this Order and Sprint has taken all commercially reasonable steps to make ADSL Services available to Customer. The Term will be for a minimum period of thirty-six (36) months, and may be extended thereafter by Customer submitting subsequent Orders.

7. Sprint Early Termination. Sprint may, without liability, terminate ADSL Services (and Customer will not be responsible for termination liabilities) if:

- (1) ADSL Services are not available in Customer's geographic location;
- (2) Customer equipment is incompatible;
- (3) Sprint encounters Equipment installation difficulties; or
- (4) during or after the installation of ADSL Services at Customer's Premises, Sprint determines that ADSL Services will not perform according to Customer's Order for ADSL Services.

8. Customer Early Termination. Customer cannot terminate this Order, or any individual ADSL line, before the end of the 36-month Term without incurring a termination liability equal to:

- (i) all accrued but unpaid charges incurred through the date of such termination;
- (ii) an amount (which Customer hereby agrees is reasonable) equal to the charges for such Services that would have been applicable for the remaining unexpired portion of the Service Term on the date of such termination;
- (iii) an amount equal to a pro rata portion of any credits issued or charges waived by Sprint for the Service, based upon the number of months remaining in the Service Term of the applicable Order Form at the time of termination; plus
- (iv) the aggregate termination charges payable to any third party suppliers, such as local access providers, as a result of such early termination, that are not already included in the amount payable by Customer pursuant to subsection (ii) above.

The termination liability provided herein also is in addition to any other remedies available to Sprint.

9. Network Information. The Sprint network gathers information about Internet usage including, but not limited to, the sites visited, session lengths, bit rates, and number of messages and bytes passed. Sprint uses this information in the aggregate. Sprint may share this aggregated information with other parties from time to time. Sprint will not disclose any personally identifiable information regarding Internet usage without Customer's consent unless compelled by court order, subpoena or to protect its broadband services and facilities.

10. Use of Customer Information. Sprint develops information about the quantity, technical configuration, type, destination, amount of services used and other information found on Customer's bill ("Customer Information"). To serve Customer the most efficiently, Sprint may use Customer Information for purposes of determining and offering other Sprint products and services that may interest Customer. If Customer so

desires, Sprint will not use Customer Information to offer Customer products and services that are unrelated to the services Customer currently receives from Sprint. If Customer prefers that Sprint not use its Customer Information for this purpose, please call _____.

End of Supplemental Provisions