

SPRINT® SUPPLEMENTAL ACCESS PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement (“Agreement”), govern Sprint’s provision and Customer’s use of Sprint® Supplemental Access (“SA”). SA includes Sprint Fast Install Broadband and Sprint Back-Up Broadband products.

- 1. SERVICE DESCRIPTION.** SA is a product that provides a cost effective solution to provide LTE access for customers that need either a temporary Internet access solution or a long term back-up Internet access solution. SA provides a customer a wireless NID, static IP, and MNS management bundled together.

- 1.1. Fast Install.** Fast Install is for Sprint customers who need an Internet connection before its Ethernet circuit gets installed. Fast Install gives the customer a temporary solution that will provide the customer an LTE Internet connection at specified speed tiers. There is no data limit on the usage, but the throughput is limited to a maximum as defined by the speed tier. The wireless NID is included in the service plan. The customer must return the wireless NID when its Ethernet circuit is installed.

- 1.2. Back-Up.** Back-Up is for Sprint customers who want a back-up solution to its regular network connection. There is no cap on the speed, but the usage is capped at 3 GB per month per site. The usage is pooled across all sites with Back-Up. If the customer goes over its pooled usage, then there is an additional overage charge per GB over the pooled allotment. The customer must purchase the wireless NID from Sprint.

- 2. EQUIPMENT.** SA utilizes CPE (i.e. wireless NID) as part of the solution. With respect to CPE provided by Sprint, Customer must (a) use such CPE for SA provided by Sprint and not for any other purpose; (b) comply with all documentation and manufacturer’s instructions; and (c) take reasonable measures to protect and care for the CPE. Customer is responsible for all loss, damage or destruction of Sprint-provided CPE. Promptly upon notice from Sprint, Customer must eliminate any hazard, interference or service obstruction that any such CPE is causing or may cause as reasonably determined by Sprint. Sprint may, at its discretion, suspend SA if Customer does not comply with the provisions in this Annex.

Customer must procure and make available, or cause to be procured and made available, to Sprint, at Customer’s site where SA is provided, at Customer’s sole cost and expense, adequate space, continuous electrical service (AC power) to CPE and HVAC for CPE.

If CPE is lost or damaged by Customer, Customer will be responsible for the CPE repair or replacement cost.

- 2.1. Fast Install.** The CPE is included in the monthly charge for Fast Install. The customer must return the CPE to Sprint within 30 days of when its Ethernet circuit is installed. If the customer does not return the CPE within 30 days, Customer must pay Sprint a non-returned device fee of \$800.

- 2.2. Back-Up.** The customer must purchase the CPE from Sprint. The customer can choose to pay through NRC or monthly installments.

- 3. PREQUALIFICATION.** SA requires prequalification to determine availability for Customer’s sites. Prequalification of SA to Customer’s sites is an indicator of SA availability. Prequalification does not guarantee SA delivery. SA is subject to availability and Sprint may accept or reject Orders in its sole discretion.

- 4. SA INSTALLATION.** Sprint configures the CPE and sends it to the customer. The customer is responsible for on-site installation.

- 4.1. Install Complete.** After shipping the CPE, Sprint will confirm the device is active. Once installed, Sprint will start billing Customer for SA.

- 4.2. Static IP Service Address.** SA includes one static IP address for the Customer.

- 5. SERVICE ASSURANCE.** SA includes MNS M&N. MNS M&N will proactively monitor the wireless network connection, as well as the Wireless Demarcation Device performance. If the wireless network connection or Wireless Demarcation Device fails, Sprint will ensure Customer is notified. MNS M&N does not include ongoing configuration/change

management or Trouble Resolution (break/fix) of the Customer's CPE. Network Change Requests are not available for MNS M&N.

- 6. MAINTENANCE.** Sprint and/or its third-party provider(s) may interrupt SA for maintenance and other operational reasons. Sprint and/or its third-party providers may perform emergency maintenance on SA in their respective discretion, with or without prior notice to Customer, to preserve the overall integrity of such third-party provider's network. Customer is not entitled to receive any compensation for such interruptions.
- 7. NO WARRANTIES.** SA is provided "as is" on a best efforts basis. Sprint disclaims all express or implied warranties related to SA and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software. Fast install speed tiers represent the maximum throughput the customer can receive. Sprint does not guarantee throughput speeds for Fast Install or Back-Up. Customer acknowledges and agrees that throughput speeds may be limited by a variety of factors, including without limitation, indoor signal strength, RF frequency, and network conditions.
- 8. SPRINT TERMINATION.** If (a) any regulatory activity prohibits, restricts, or otherwise prevents Sprint from furnishing SA under the Agreement or (b) Sprint is unable to continue to receive SA from the third-party provider, then Sprint may, without liability, and after thirty (30) days' written notice to Customer, modify, suspend or terminate SA, or terminate the SA portion of the Agreement.
- 9. WIRELESS SERVICES PRODUCT ANNEX.** Customer must comply with the Wireless Services Product Annex, as posted to the "Product-Specific Terms" section of the Rates and Conditions Website.