

## SPRINT BROADBAND INTERNET CONNECTION (SBIC) PRODUCT ANNEX

The following terms and conditions, together with the Sprint Master Services or Custom Service Agreement, as applicable (the "Agreement") will govern Sprint's provision and Customer's use of Sprint Broadband Internet Connection (the "SBIC Service") as specified in the Order for Sprint Broadband Internet Connection or Statement of Work, as applicable (the "Order"). Capitalized terms not defined in this Annex are defined in the Agreement.

- 1. Service Description.** Sprint Broadband Internet Connection (SBIC) is an Off-Net, Layer 3, third party provided, Dedicated Internet Access (DIA) Service with monitor and notification management ("Monitor and Notify") that provides a cost effective access alternative for Wide Area Network (WAN) Internet connectivity for business customers. SBIC Service provides last mile connectivity at Customer's Site (as defined below), a Sprint-designated Internet peering point and includes provisioning, installation and delivery of a physical broadband access Service to such Site, 24x7x365 helpdesk support and standard service levels. A Customer "Site" is the physical location to which SBIC Service is delivered by Sprint to Customer. SBIC Service delivers a Business Cable, DSL DIA, or Fiber DIA services plus managed network services that include: 24x7x365 up/down circuit status, on time installation and proactive trouble ticket generation. Monitor and Notify management involves monitoring Customer's SBIC Service, notifying the Customer when the SBIC Service ceases to function normally, and opening a trouble ticket with the Enhanced Broadband Service Circuit vendor. SBIC Service includes ongoing configuration/change management or Trouble Resolution (break/fix) of Customer's SBIC Service.
- 2. Prequalification.** SBIC Service requires prequalification to determine availability for Customer's Sites. Prequalification of SBIC Service to Customer's Sites is an indicator of SBIC Service availability; it does not guarantee SBIC Service delivery. SBIC Service is subject to availability and Orders will be accepted at Sprint's discretion.

### 3. SBIC Service Installation.

#### 3.1 Customer's Installation Readiness Requirements.

- A.** Customer must confirm in writing: (i) that Site access is available on the scheduled day of installation ; (ii) receipt of all necessary equipment required to complete the installation, such as Sprint-provided equipment (e.g., cable or DSL modem); and (iii). that broadband: DSL or Business Cable was installed at the correct location within the Site
- B.** Sprint's broadband provider will confirm broadband service is active.
- C.** Upon receipt of notification from the local access or cable service provider that the broadband (e.g., DSL or Business Cable) is active, Sprint will initiate the installation process and Sprint will begin performing the following tasks:
  - (1) Obtain the required Endpoint Equipment (e.g., router or modem);
  - (2) Configure the Endpoint Equipment;
  - (3) Combine the Endpoint Equipment with the necessary cabling and shipping the configured router to the Site;
  - (4) Schedule the installation within a minimum of 7-10 business days from the Endpoint Equipment ship date; and
  - (5) Confirm the arrival of the endpoint equipment with Customer.
- D.** If the Endpoint Equipment is not available or is damaged (through no fault of Sprint), the installation may be delayed and billing of the MRC may begin while additional Endpoint Equipment is shipped to the Site and the installation is rescheduled.

#### 3.2 SBIC Service Shared Line DSL Installation.

- A.** Sprint professional shared line DSL installation is available as a billable NRC. Shared line services require Sprint-provided professional installation. Customer must provide a local exchange carrier (LEC) Plain Old Telephone Service (POTS) line for Sprint Off-Net Broadband Shared Line DSL Service. Sprint's Shared Line DSL service charge for a standard installation includes provisioning of end user circuit and dispatch of a technician to end user premises for any of the following on-Site services to be performed:
  - (1) Customer introduction and orientation, advise Customer of pending Site work and network disruption;
  - (2) A 4-hour scheduling window for technician arrival between 8am - 5pm local time is arranged with Customer;
  - (3) Once on Site, determine Site readiness and meet Site contact;
  - (4) Install T-adapter at telephone wall jack;
  - (5) Install in-line DSL low pass filter/splitter on telephone line;
  - (6) Connect telephone to low pass filter;
  - (7) Install telephone wire from filter to router; and
  - (8) Install the router or modem.

- B. The Shared Line DSL installation charge does not include installation or repair of inside wire except as required for DSL Filter/NID splitter installation. Customer is responsible for all inside wiring activities. Sprint does not offer installation or repair of inside wiring with installation. SBIC Professional installation requires a minimum, two hour charge. Sprint reserves the right to charge additional fees if more than two hours is required for installation. The rate per hour charged after the first 2 hours is as set forth in the SBIC Service Non-Recurring Charges (“NRC”) Section of the applicable SBIC Service pricing Attachment in the Agreement and applies to any installation activities beyond what is stated in the standard installation.

### 3.3 SBIC Service Dedicated Line DSL Installation.

- A. Dedicated Line DSL installation comes standard as self installation. Sprint-provided professional installation is also available as an chargeable option.. Professional on-Site installation is coordinated through Sprint Customer Care organizations. Installation Charges. Charge for a standard installation includes the following:
  - (1) Customer introduction and orientation, advise Customer of pending Site work and network disruption;
  - (2) A 4-hour scheduling window for technician arrival between 8 am – 5 pm local time is arranged with Customer;
  - (3) Once on Site, determine Site readiness and meet Customer Site contact;
  - (4) Installation of an RJ45 wall jack;
  - (5) Installation and configuration of modem (if purchased from or qualified by Sprint);
  - (6) Testing of Customer circuit; and
  - (7) Up to 15 minutes of installation for wiring from RJ45 wall jack to the network interface device (NID) and/or tracing or toning across phone closets between the RJ45 wall jack and the NID.
- B. Customer is responsible for all inside wiring activities. Sprint does not offer installation or repair of inside wiring with installation. SBIC Professional installation requires a minimum, two hour charge. Sprint reserves the right to charge additional fees if more than two hours is required for installation. SBIC Professional installation requires a minimum, two hour charge. Sprint reserves the right to charge additional fees if more than two hours is required for installation. The rate per hour charged after the first 2 hours is as set forth in the SBIC Service Non-Recurring Charges (“NRC”) Section of the applicable SBIC Service pricing Attachment in the Agreement and applies to any installation activities beyond what is stated in the standard installation.

### 3.4 SBIC Service Cable Services Installation.

- A. All Business Cable services come standard as self installation. Sprint-provided professional installation is available as a chargeable option. Professional on-Site installation is coordinated through Sprint Customer Care. The charge for a professional onsite installation includes the following:
  - (1) Customer introduction and orientation, advise Customer of pending Site work and network disruption;
  - (2) A 4-hour scheduling window for technician arrival between 8 am – 5 pm local time is arranged with Customer;
  - (3) Once on-Site, determine Site readiness and meet Customer contact;
  - (4) Locate and identify provisioned cable facility at the MPOE (minimum / main point of entry) or NID;
  - (5) Test and verify circuit at cable modem or MPOE/NID;
  - (6) Establish cross connection from MPOE/NID to CAT5 demarc extension wire and appropriate jack;
  - (7) Install up to 100 feet new CAT5 wire to Customer- specified point of termination (extended DMARC) and install service jack and appropriate faceplate;
  - (8) Programming, provisioning and installation of the cable modem via connection to an existing 110v AC outlet and connection of the cable modem to the service jack using a provided cross connect patch cord; and
  - (9) Perform continuity test from the cable modem through the installed CAT5 cable and an end-to-end functional test with the TAC (Technical Assistance Center) using technician’s laptop computer.
- B. Customer is responsible for all inside wiring activities. Sprint does not offer installation or repair of inside wiring with installation. SBIC Professional installation requires a minimum, two hour charge. Sprint reserves the right to charge additional fees if more than two hours is required for installation. SBIC Professional installation requires a minimum, two hour charge. Sprint reserves the right to charge additional fees if more than two hours is required for installation. The rate per hour charged after the first 2 hours is as set forth in the SBIC Service Non-Recurring Charges (“NRC”) Section of the applicable SBIC Service pricing Attachment in the Agreement and applies to any installation activities beyond what is stated in the standard installation.

- 3.5 **Install Complete.** Upon Sprint’s receipt of written confirmation from the Sprint service provider that the installation is complete, Sprint will commence billing Customer for the SBIC Service. Charges for any issues with SBIC Service installation after Sprint’s receipt of such written confirmation will be covered under the Re-visit Fees section of the SBIC Service pricing Attachment to the Agreement. Sprint is not responsible for circumstances, such as Site construction, additional wiring work and equipment moves, which may impact SBIC Service after the installation is complete.

4. **Static IP Service Address.** SBIC Service includes at least one dynamic IP service address. Where dynamic IP service is not available, Sprint will order a static IP service address for Customer for an additional fee as set forth in the Agreement.
5. **Broadband Management Only.** Sprint provides a management only service which allows Customer to order management only for existing Broadband Access under Customer's account with an existing service provider, and maintain and pay such existing service provider bill. The MRC and set-up fees for management only are as set forth in the Agreement.

**Public WiFi Usage Fee.** Customer may only use SBIC Service to provide a WiFi service for its own business needs (e.g., to its employees or other Sprint-authorized end users). If Customer intends to use SBIC Service to provide public WiFi to third parties (e.g., members of the public, customers of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment building), then Customer must first obtain Sprint's prior written consent for such use. Failure to obtain Sprint's written consent prior to using SBIC Service as a public WiFi service may result in Service suspension or termination, in accordance with the terms and conditions of the Agreement. If Sprint approves use of SBIC Service as a public WiFi service, Sprint may charge Customer a MRC.

7. **Early Termination Liabilities.**

7.1 **Minimum Service Term.** SBIC Service has a minimum service term of twelve (12) full months (the "Minimum Service Term"). The Minimum Service Term will begin on the installation date. If SBIC Service is terminated or cancelled prior to the expiration of the Minimum Service Term, Customer will pay the applicable early termination fee as set forth in the Agreement. Upon expiration of the Minimum Service Term, Sprint will continue to provide the SBIC Service on a month-to-month basis under the terms, conditions and pricing of the applicable pricing Attachment to the Agreement until either party provides 30 days' advance written notice to terminate.

7.2 **SBIC Service Upgrade.** If Customer requests an SBIC Service change (i.e., a speed increase or decrease) within the current service provider service, such SBIC Service change will be subject to a new Minimum Service Term which will begin on the first day of the month following the SBIC Service change.

8. **Termination by Sprint.** Sprint may discontinue SBIC Service upon 60 days prior written notice without liability if Sprint is unable to continue to receive the required SBIC Service from the SBIC Service third party provider for any reason.
9. **Price Increases.** Upon 60 days prior written notice, Sprint may increase SBIC Service pricing to pass through increases in the SBIC Service access provided by the third party access provider. If Sprint notifies Customer of its intent to increase SBIC Service pricing during the Term under this provision, Customer may terminate SBIC Service 30 days' prior written notice to Sprint, without incurring early termination liability.
10. **Self-Installation.** Self-Installation is defined as Customer electing to install all SBIC Services independent of Sprint (whether via a third party contracted directly by Customer or Customer employees). If Customer elects to install its Endpoint Equipment (i.e., Self-Installation), Sprint is not responsible for managing Customer's Self-Installation resources nor is Sprint responsible for on-Site wiring, hardware installation or connectivity to SBIC Services, or SBIC Service readiness testing. Self-Installation assumes no interaction by Sprint's installation engineering team or support technicians. However, if such support is necessary for any reason, charges, as set forth in the Agreement, will apply. In such an event, Sprint Self-Installation support may assist Customer with guidance and recommendations to complete the installation activity – whether it is for Sprint supplied Endpoint Equipment, or other Sprint provided hardware devices. If Self-Installation cannot be completed, Sprint Professional Installation dispatch is available upon request and is billed at rates as set forth in the Agreement provided that a minimum of 24 business hours is required for dispatch. If Customer elects Self-Installation, billing of SBIC Service that includes Broadband Access will begin after the SBIC Service provider indicates the circuit is serviceable to the Internet and on the date which Sprint marks the order complete.
11. **Site Relocations.** In the event that Customer has SBIC Service at Customer's existing locations and Customer elects to physically relocate the SBIC Service to another Site, or combine the existing Site with other Sites, Customer may elect one of the following Site relocation service options set forth below for the additional fees as set forth in the Agreement. The Site relocation service options below vary based on the nature of the move, the capacity for Customer to perform work at the Site locations, and the technical activity required.

11.1 **New Hardware Relocation within the Same Building.**

A. This option is available if the Site is NOT eligible for remote provisioning (if any of the following apply):

- (1) Hardware limitations exists preventing secure remote provisioning;
- (2) No laptop is available at the Site for secure remote provisioning;
- (3) Customer Site personnel cannot perform advanced secure remote provisioning activities; and
- (4) Customer wants hardware to arrive preconfigured.

**B. Deliverables:**

- (1) Standard setup processes required for new inventory readiness;
- (2) Existing Site configuration transferred to new device from inventory (performed at Sprint's vendor);
- (3) Re-activation of new location onto the monitored network (upon successful installation); and
- (4) Remote activation phone support as needed.

**11.2 Customer Self Install Relocation within the Same Building.**

**A.** This option is available if the site IS eligible for remote provisioning (if any of the following apply):

- (1) Relocation requires reconfiguration of MSU;
- (2) Customer can technically perform secure remote provisioning activity at Site
- (3) Laptop available at Site

**B. Deliverables:**

- (1) Leverage existing hardware in the field from Site that is relocating;
- (2) Remote configuration readiness;
- (3) Remote provisioning tools;
- (4) Re-activation of new location onto the monitored network (upon successful installation);
- (5) Remote activation phone support as needed; and
- (6) Sprint Self Install

**11.3 Sprint Professional Install Relocation within the Same Building.**

**A.** This option is available if the Site is eligible for remote provisioning and Customer selects a Sprint-provided professional installation:

- (1) Relocation requires reconfiguration of modem sharing unit (MSU); and
- (2) Customer does not want to or is not capable of performing installation processes at the Site;

**B. Deliverables:**

- (1) Re-use the existing hardware in the field from the Site that is relocating; and
- (2) Sprint-provided professional installation services include:
  - a. Remote configuration readiness;
  - b. Remote provisioning tools;
  - c. Troubleshooting as needed;
  - d. Any required wiring within standard professional installation Service parameters (up to 100 ft. of wiring between the modem and the router); and
  - e. Re-activation of new location onto the monitored network (upon successful installation).

**11.4 Supplier Professional Services Relocation within the Same Building.**

**A.** This option is available if none of the above options apply:

- (1) Sprint requires custom Site specific reconfiguration; and
- (2) Change request required 24 hours in advance.

**B. Deliverables:**

- (1) Custom analysis and execution based on Sprint circumstances;
- (2) Supplier systems engineer assigned; and
- (3) Professional installation may be required at a fee as set forth in the Agreement.

**12. SBIC Service Transfer Set-Up Fees.** Customer will pay the SBIC Service Transfer Set-Up Fees per Endpoint as set forth in the Agreement. The SBIC Service Transfer Set-Up Fees include: (i) the work involved in switching a bill from End User billing to a Sprint consolidated bill; (ii) configuring Endpoint Equipment; and (ii) the initial design and provisioning of the SBIC Services. Note that shipping is not included. Customer understands and acknowledges that: (a) certain SBIC Service providers do not agree to SBIC Service transfers; (b) Sprint is not liable for any SBIC Service transfer; (c) Sprint not obligated to perform any SBIC Service transfers nor is Sprint obligated to provide to Customer the rates that Customer is paying to its third party

provider. In addition, Sprint is not responsible for the management of Customer's pre-existing service agreements with any third party providers, and Sprint will have no liability to Customer or to such third party providers for any matters arising from or relating to such service agreements. Where third party providers do not agree to perform SBIC Service transfers, it may be necessary for Customer to disconnect SBIC Services with the third party provider, and then re-submit an order for the SBIC Services with Sprint. Where SBIC Service transfers are not possible, standard set-up fees will apply as set forth in the Agreement.

- 13. Expedited Orders.** An expedited order would take place in a new space within an existing building which is leased or owned by Customer where a shorter lead time for SBIC Service delivery is requested, requiring additional handling of the order(s) placed to the location. Sprint does not guarantee to meet Customer requested SBIC Service delivery dates but will offer options to improve the probability of meeting the target date such as placing multiple broadband orders and leveraging Sprint's Fixed Wireless Spark Service. If Sprint is unable to meet an expedited order request date, Sprint will not bill Customer the SBIC Service flat rate fee as set forth in the Agreement. Otherwise, the SBIC Service flat rate fee set forth in the Agreement is applicable. The SBIC flat rate fee set forth in the Agreement is in addition to all standard SBIC Service Setup Fees set forth in the pricing tables in the Agreement.
- 14. SBIC Warranty.** For a period of one year after delivery of equipment to Customer: (i) Deliverables will be free from defects in design, materials, and workmanship; (ii) Deliverables will conform to the Order and the Specifications; and (iii) Deliverables, if used in combination with other software, hardware, or firmware, will properly interoperate with such software, hardware, or firmware. If there is a breach of warranty, Customer's sole and exclusive remedy will be for Sprint to replace the equipment or Deliverables at no cost to Customer. The warranty is null and void if Customer causes any damage to the equipment or Deliverables. Customer is responsible for any lost or damaged equipment in its possession or under its control.