

## SPRINT® NATIONAL BROADBAND 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® National Broadband (“NBB”) formally known as Sprint® Direct Broadband. Capitalized terms not defined in this Sprint® National Broadband Product Annex (“Annex”) are defined in the Agreement. Customers that purchased Sprint® Direct Broadband or have an Agreement that references the Sprint® Direct Broadband Product Annex are governed by this Annex.

1. **SERVICE DESCRIPTION.** NBB is a Layer 3, third-party provided, Dedicated Internet Access (“DIA”) service that provides a cost-effective access alternative for Wide Area Network (“WAN”) Internet connectivity for business customers. NBB provides last mile connectivity at Customer’s Site (as defined below), to an Internet peering point and includes provisioning, installation and delivery of a physical broadband access service to such Site, and 24x7x365 helpdesk support. A “Site” is the physical location to which NBB is delivered by Sprint to Customer. NBB delivers a business digital subscriber line (“DSL”), cable service (“Cable”), fiber service (“Fiber”) or premium fiber Internet (“Premium Fiber”) DIA services.
2. **EQUIPMENT.** NBB utilizes CPE (i.e. cable modem or NIDs) included in the purchase by the Customer as approved by Sprint and its third-party provider(s). With respect to CPE provided by Sprint, Customer must (a) use such CPE for NBB 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 to 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 NBB 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 NBB 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.

3. **PREQUALIFICATION.** NBB requires prequalification to determine availability for Customer’s Sites. Prequalification of NBB to Customer’s Sites is an indicator of NBB availability. Prequalification does not guarantee NBB delivery. NBB is subject to availability and Orders will be accepted or rejected at Sprint’s discretion.
4. **NBB INSTALLATION.** Sprint uses third-party providers for NBB installation.
  - 4.1. Sprint may reject any order for NBB: a) that is not in accordance with the provisions of the Agreement; b) if Sprint is unable to provision NBB as ordered; or c) for any other reason.
  - 4.2. If NBB uses DSL, the maximum number of phone line filters recommended on any line sharing order is three (3). Additional phone lines/filters may interfere with the quality of NBB.
  - 4.3. Sprint is not responsible for loss of income or time due to an Order not being completed within the time frame desired, service outages, missed appointments, and/or trouble ticket dispatches. Sprint is not responsible for any delays in provisioning or failures of NBB related to inaccurate information provided by Customer and/or changes in Customer’s network that are not communicated to Sprint.
5. **CUSTOMER INSTALLATION OBLIGATIONS.** Customer must confirm: (a) that Site access is available on the scheduled day of installation and (b) that DSL, Cable, Fiber or Premium Fiber broadband was installed at the correct location within the Site.
  - 5.1. If there is no one present who is authorized and has capacity to act on behalf of Customer at the scheduled time of the technician visit, and notification was not provided to Sprint at least two (2) business days in advance, there may be a “no access fee” or other similar charge. Similarly, a no access fee may be charged if a technician is denied access to the Demarcation Point due to a locked facility, or by the actions of third parties. If Sprint dispatches a field technician to Customer’s Site and the problem is caused by (a) Customer CPE or (b) any acts or omissions of Customer or any of its end users, invitees, licensees, customers, agents or contractors, Customer will pay Sprint the “No Trouble Found Fee” or other actual costs as identified.

Customer is responsible for all inside wiring activities. Sprint does not offer installation or repair of inside wiring with installation. If Customer requires inside wiring during Order placement, Customer will be quoted this work on an individual case basis, and will be financially responsible for any and all applicable fees for such inside wiring services the Customer approves. If Customer chooses not to authorize inside wiring work, and it is determined that additional wiring is needed to complete Customer’s installation, it will be the Customer’s responsibility to ensure the necessary wiring is completed by Customer or a third-party vendor. If any services are performed by any other vendor, then Customer is subject to those terms and conditions that vendor may establish for providing such service and Sprint is not responsible for, and assumes no liability or warranties for, such services.
  - 5.2. **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 NBB. Sprint is not responsible for circumstances, such as Site construction, additional wiring work and equipment moves, which may impact NBB after the installation is complete.
  - 5.3. **Static IP Service Address.** NBB includes at least one dynamic IP service address. If Static IP service is ordered, Sprint will provide a static IP address(es) for Customer. Additional static IP blocks are available at an additional fee as set forth in the Agreement. Except for a violation of the AUP, Sprint agrees all IP Addresses provided under NBB will remain under Customer’s control throughout the period NBB is in place.

- 5.4. Service Moves or Reinstatement.** In the event of a NBB move (i.e. if Customer moves and has NBB installed at the new location), a new initial Minimum Service Term will begin, starting from when the installation is complete at the new location. Additionally, if the move requires another third-party provider for the new location, an early termination fee may apply to the terminating site. Requests to have a circuit switched to an alternate provider at any time during an active Service Term with a specific Order may be subject to a fee.
- 6. SERVICE ASSURANCE.** NBB includes trouble resolution (break/fix). Upon outage notifications, Sprint opens a trouble ticket with the NBB provider. Any service assurance support that Sprint provides is limited to the connectivity of NBB. Support for other applications and uses is not provided by Sprint.
- 7. MAINTENANCE.** Sprint and/or its third-party provider(s) may interrupt NBB for maintenance and other operational reasons. Sprint and/or its third-party providers may perform emergency maintenance on NBB 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 remuneration for such interruptions.
- 8. NBB CHANGE REQUESTS.** If Customer requests a NBB change (i.e., a speed increase or decrease) within the current service provider service, such NBB change will be subject to a new Minimum Service Term which will begin on the first day of the month following the NBB change.
- 9. SPRINT TERMINATION.** If (a) any regulatory activity prohibits, restricts, or otherwise prevents Sprint from furnishing NBB under the Agreement or (b) Sprint is unable to continue to receive NBB from the third-party provider, then Sprint may, without liability, and after thirty (30) days' written notice to Customer, modify, suspend or terminate NBB, or terminate the NBB portion of the Agreement.