

WIRELESS SERVICES PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement (“Agreement”), govern Sprint’s provision and Customer’s use of wireless Products and Services. Capitalized terms are defined in the Definitions section at the end of this Wireless Services Product Annex if not otherwise defined in the Agreement.

1. BUSINESS PLAN FEATURES AND OPTIONS.

1.1. Wireless Voice Features.

- A. Shared Minutes.** Customer must have a minimum of two Customer Lines in a Shared Minute group. All Customer Lines using the Shared Minutes option must subscribe to an eligible Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Customer Line in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Customer Line’s additional voice minutes are billed at the overage rate defined in the Business Plan.
- B. Sprint® Mobile-to-Mobile.** “Sprint Mobile-to-Mobile” means voice calls from one Active Unit on a Sprint Network to another Active Unit on a Sprint Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Sprint Networks between Sprint phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- C. Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Customer Line on an eligible Business Plan with Anytime Minutes and add up to five additional Customer Lines to that Business Plan.
- D. Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes of use for Customer Lines on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

1.2. Sprint® Direct Connect® and Sprint Direct Connect Plus™.

- A. General.** Sprint Direct Connect transmissions occur only between Sprint Direct Connect Devices and Sprint Direct Connect Plus transmissions occur only between Sprint Direct Connect Plus Devices. All Sprint Direct Connect Devices and Sprint Direct Connect Plus Devices are capable of making nationwide Direct Connect transmissions. Sprint Direct Connect and Sprint Direct Connect Plus transmissions do not work simultaneously with a voice call from the same Product. Sprint Direct Connect and Sprint Direct Connect Plus service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer’s Sprint Account Representative.
- B. Sprint® Direct Connect® Features.**
 - (1) **Group Connect®.** Group Connect service requires all participants to have a group-capable Sprint Direct Connect Device in order to initiate and receive Group Connect transmissions. Group Connect for Sprint Direct Connect is limited to 21 total participants (including the originator).
 - (2) **International Direct ConnectSM.** International Direct Connect is available for Sprint Direct Connect Devices subscribed to Direct Connect service. International Direct Connect service for Sprint Direct Connect Devices includes the ability to place and receive Sprint Direct Connect transmissions to eligible foreign carrier push-to-talk subscribers, determined by the number dialed, while the user is located within the 48 contiguous states of the United States and Hawaii.
 - (3) **pdvConnect.** pdvConnect allows recorded messages to be initiated by making a phone call (or push-to-talk transmission where enabled) and sent to the recipient’s e-mail address via embedded link or the recipient’s mobile device via text message, including an access number. Alternatively, the recorded message and any additional information can be captured in a pdvConnect message authority where it is time-stamped and can be accessed in near real time via a secure web portal that includes a virtual dispatch console for processing, storing, transcribing, forwarding, and handling the messages, and further communicating with Customer’s mobile workers as necessary.
 - (4) **TeamDCSM.** TeamDC allows up to 200 nationwide group members (including the group creator), all using Sprint Direct Connect Devices, to participate in a Sprint Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission. More information on TeamDC capabilities is available by contacting Customer’s Sprint Account Representative.
 - (5) **Call Alert.** Call Alert allows a Sprint Direct Connect user to send a repeating alert to notify another Sprint Direct Connect user that the user would like to communicate. Users of Sprint Direct Connect

Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.

- (6) **DC Permissions.** DC Permissions allow a Sprint Direct Connect user to block/allow Sprint Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Direct Connect Devices.
- (7) **SMS Messaging.** Sprint Direct Connect users with Sprint Direct Connect Devices may be prompted to send a text or voice SMS message when a Sprint Direct Connect transmission is blocked (e.g., the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Sprint Direct Connect transmissions between two Sprint Direct Connect Devices when the recipient uses a single number for voice calls and Sprint Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

C. Sprint Direct Connect Plus™ Features. To access Sprint Direct Connect Plus, a user must utilize a Sprint Direct Connect Plus Device.

- (1) **Group Connect®.** Group Connect service requires all participants to have the Sprint Direct Connect Plus Application running on a Sprint Direct Connect Plus Device. Group Connect for Sprint Direct Connect Plus is limited to 30 total participants (including the originator) if the group is created in the Sprint Direct Connect Plus Application, or up to 250 total participants if the group is created from the Corporate Administrator Tool described below. Group Connect calls may also be referred to as "TalkGroups" when a Group Connect is created in the Corporate Administrator Tool. The Group Connect "Talker Priority" feature allows the Group call creator to designate, via the Corporate Administrator Tool, priority for certain group members to interrupt other participants during the group transmission.
- (2) **Call Alerts** Call Alert allows a Sprint Direct Connect Plus user to send a repeating alert to notify another Sprint Direct Connect Plus user that the user would like to communicate.
- (3) **Presence.** The Presence feature allows a Sprint Direct Connect Plus user to change his/her presence status and see the presence of all of the contacts the user has stored in the Sprint Direct Connect Plus Application. A Sprint Direct Connect Plus user's ability to receive Direct Connect calls and other Sprint Direct Connect Plus features depends on the user's Sprint Direct Connect Plus Presence status. Sprint Direct Connect Plus supports the following presence states: Available, Unavailable, and Do Not Disturb ("DND"). A Sprint Direct Connect Plus user can only change his or her status from Available to Do Not Disturb ("DND") and vice versa. Unavailable status means the Sprint Direct Connect Plus Device is not logged on to the Sprint Direct Connect Plus Application.
- (4) **Broadcast Calling.** Broadcast calling provides the ability for Customer to make a one-way, high priority call to a group of up to 500 Sprint Direct Connect Plus users. Incoming broadcast calls have a tone preamble and will preempt all ongoing calls, except for other broadcast calls. Broadcast group calls will be delivered in call batches, with 250 Sprint Direct Connect Plus users as the maximum batch size. If a user receives a broadcast call late (e.g., due to extra time required for preemption of another Sprint Direct Connect Plus call), he or she will hear the broadcast call in progress. If a broadcast call fails to go through to a Sprint Direct Connect Plus user, the call will be retried once more after all other batches are attempted. Customer creates and administers broadcast groups through the Corporate Administrator Tool. Each group can be configured to override a user's DND status.
- (5) **Roaming and International Support.** Sprint Direct Connect Plus has no restrictions for domestic or international Roaming. The Sprint Direct Connect Plus Application will attempt to register for service wherever there is a working cellular data connection or Wi-Fi service.
- (6) **Wi-Fi Support.** Users with a Wi-Fi capable Sprint Direct Connect Plus Device can access Sprint Direct Connect Plus over a Wi-Fi network. The Sprint Direct Connect Plus Application automatically performs a handoff from the cellular network to a Wi-Fi network whenever the Sprint Direct Connect Plus Device connects to Wi-Fi. The Sprint Direct Connect Plus Application will switch back to cellular data as soon as the Wi-Fi connection is terminated.
- (7) **Corporate Administrator Tool.** Customer may designate one or more corporate administrators to create and manage Customer's Sprint Direct Connect Plus contacts and groups through the online Sprint Direct Connect Plus Corporate Administrator Tool. Contacts and groups are pushed to Customer's Sprint Direct Connect Plus Devices within the same Corporate ID.

1.3. Roaming. Customer Lines must primarily be used within the coverage area of the Sprint Networks. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Customer Line if Roaming in a given

month exceeds: (A) voice: (i) 800 minutes or (ii) a majority of minutes; or (B) data: (i) 100 megabytes, or (ii) a majority of kilobytes, unless otherwise specified in a Business Plan. Customer Lines on "unlimited" Business Plans will be subject to these Roaming limitations. Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones. Unless otherwise specified in a Business Plan, international calling is not included in Roaming Included Plans. Wireless performance while Roaming, including available calling features, may be different than the wireless performance while on the Sprint Networks.

1.4. Modification. Sprint may modify terms and features of, or expire, a wireless Business Plan or Business Plan add-on, with written notice to Customer.

2. CHARGES, FEES AND CREDITS.

2.1. Monthly Recurring Charges. Sprint will bill Customer for wireless Services based on the MRC for the selected Business Plan. Customer will incur overage charges if the number of minutes or amount of data used exceeds the quantity included with Customer's Business Plan.

2.2. Usage Charges.

A. Wireless Voice Usage.

(1) **General.** Outgoing call usage is calculated from the time Customer's device initiates contact with a Sprint Network until the connection to the Sprint Network is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number, or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to a Sprint Network (which is just before the device starts ringing) until the connection to the Sprint Network is broken or dropped. There is no call usage for incoming voice calls that are not answered, or that enter Customer's voicemail. For each successful call, Customer will be charged for a minimum of one minute. After the first minute, voice usage is rounded-up to the next second or next minute. For calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are calculated based on the call start time. Call start times will be determined based on the location of the Sprint Network equipment providing wireless Service and not the location of Customer's device or the device's area code.

(2) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.

B. Wireless Data Usage.

(1) **General.** Data usage is calculated from the time Customer's device makes contact with a Sprint Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services. Data usage is calculated on a per kilobyte, megabyte or gigabyte basis (depending on the Business Plan), and is rounded up to the next whole kilobyte, megabyte or gigabyte. Rounding of data usage occurs every two clock hours for a continuous connection, or at the end of each separate session that is initiated and terminated within the two hour block, at which time Sprint deducts accumulated usage from the Business Plan and assesses overage or casual usage charges, if applicable. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's bill will not separately identify the number of kilobytes, megabytes or gigabytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between certain Sprint Networks, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Except in connection with a Sprint Mobile Hotspot add-on or a Business Plan that includes Sprint Mobile Hotspot, Customer may not use a phone as a wired or wireless modem in connection with a computer, PDA, or similar device.

(2) **Text and Numeric Messaging.** Sprint will charge Customer the per message rate for each text or numeric message that exceeds the quantity of messages Customer has purchased.

(3) **Mobile Content.** Customer may purchase mobile content on a per item or monthly basis from Sprint and third parties. Charges for mobile content will be specified at the time of access or will be available

at www.sprint.com. Data usage charges also apply to, and are separate from, charges for mobile content. Customer may block Customer Lines from, or otherwise disable them from using, mobile content. Sprint may impose a limit on Customer's use of mobile content based on Customer's credit.

C. Sprint Direct Connect and Sprint Direct Connect Plus Usage.

(1) Sprint Direct Connect Transmissions.

- (a)** A Sprint Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Sprint Direct Connect transmissions. After 6 seconds, Sprint Direct Connect airtime on a Sprint Direct Connect Device is rounded up to the next second for each transmission.
- (b)** Airtime charges for Sprint Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.
- (c)** For Sprint Direct Connect Devices, Direct Connect, International Direct Connect, Group Connect, pdvConnect, and TeamDC minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the Business Plan add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

(2) Sprint Direct Connect Call Alert Transmissions. Sprint does not charge for sending or receiving Call Alerts or Call Alerts with text. A user will initiate a new push-to-talk transmission by responding to a Call Alert or a Call Alert with text even if responding within 6 seconds of receiving the alert.

(3) Sprint Direct Connect Plus Transmissions. Sprint Direct Connect Plus allows Customer to make and receive unlimited Sprint Direct Connect Plus Direct Connect and Group Connect calls.

D. Roaming Charges. Unless Customer is utilizing a Roaming Included Plan, voice calls made while off the Sprint Networks incur separate Roaming charges in addition to minutes of usage. Domestic Roaming voice rates are set forth in Customer's Business Plan, if applicable. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international. Usage initiated near country borders may be carried by a cell site in a neighboring country and billed at that country's rates.

2.3. Additional Charges and Fees. If Customer changes wireless devices, Sprint may charge Customer an upgrade charge per Customer Line changed. If Sprint terminates Service to a Customer Line as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the Customer Line and Sprint may charge Customer a reactivation charge. Sprint reserves the right to charge a fee for Customer-requested, non-standard account modifications, including phone number changes.

2.4. Credits for Redialed Calls. Sprint will provide Customer with a usage credit of at least one minute for a call on a Customer Line that is: (A) placed while in an area covered by the Sprint Networks, (B) disconnected due to limitations of the Sprint Networks, and (C) redialed within one minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

3. BILLING.

3.1. Billing. Unless otherwise specified in a Business Plan, unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may bill Customer for usage that occurred during a prior billing cycle, if not previously billed to Customer. When Sprint bills for usage incurred during a prior billing cycle, those minutes count against minutes in the current billing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses. Customer is responsible for all charges incurred by each Customer Line, including all purchased mobile content. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.

3.2. Account Changes. Customer-requested changes to Business Plans, Business Plan add-ons or wireless Service options may not be effective until the following bill cycle. For Customer-initiated wireless Service cancellations, including cancellation of Business Plan add-ons, Sprint will bill Customer for the entire bill cycle in which wireless Service was cancelled; provided that, for Business Plan add-on cancellations, if Customer cancels before the end

of the first bill cycle, then Sprint will bill Customer for a minimum of one month from the effective date of the Business Plan add-on. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.

- 3.3. Limitations Period.** Sprint will use commercially reasonable efforts to bill Customer for (A) Sprint-provided wireless Products and Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Products and Services, and (B) third party-provided wireless Products and Services, including non-Domestic wireless Services, within 180 days of the date Sprint receives a bill from the third party provider. If Sprint fails to bill Customer for wireless Products or Services before expiration of the applicable 180 days, Customer will not be required to pay those charges. Customer must notify Sprint in writing of any billing dispute about wireless Products or Services within 180 days of the applicable bill date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges.

4. PROVISIONING AND RETURNS FOR SPRINT-PROVIDED PRODUCTS.

- 4.1. Shipping.** Sprint will ship wireless Products to the delivery location specified in Customer's Order. Risk of loss to the wireless Products passes to Customer upon the Products' arrival at the delivery location. Sprint may charge a shipping fee to Customer based on the number and type of wireless Products and the shipping method used. Title to the wireless Products will pass to Customer upon Sprint's receipt of payment in full for the Products.
- 4.2. Returns.** For details on Sprint's return policy, please visit sprint.com/returns. Sprint may change its return policy from time-to-time without notice, provided that Customer will have a minimum of 14 days to return wireless Products. Customer may reject wireless Products or shipments that are visibly damaged or defective ("Nonconforming Products"). Customer must return Nonconforming Products in accordance with Sprint's return policy or Customer will be deemed to have accepted the Products. Sprint will pay all reasonable ground transportation freight charges associated with returns of Nonconforming Products.
- 4.3. Cold Device Policy.** If Customer receives a subsidy or discount off of the Suggested Retail Price for any Sprint-provided wireless Product purchased under Customer's Sprint business account, then Customer must (A) activate the Product on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the Product, and (B) keep the Product activated on its account for a minimum of 60 days. If Customer fails to comply with these requirements, and does not return the Product to Sprint within 60 days of the date Sprint ships the Product, then Sprint reserves the right to bill Customer for the amount of the subsidy or discount.
- 4.4. Sprint Wireless Recycling Program.** The Sprint Wireless Recycling Program provides two options for recycling used wireless Products, including accessories: (A) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint wireless Products, and (B) the Sprint project connect program accepts any wireless Product and uses the net proceeds that result from those Products to fund community-based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless Products eligible for the Sprint buyback program, go to Sprint.com/recycle.

5. DEVICE PROTECTION. Additional device protection information is available at www.sprint.com/deviceprotection.

- 5.1. Phones and Connection Cards.** Customer may purchase Sprint Complete Protection ("SCP"), which is a bundle of insurance (Equipment Replacement Program or "ERP") and service contract (Equipment Service and Repair Program or "ESRP") that provides coverage to protect against loss, theft, physical or liquid damage or mechanical/electrical failure involving Customer's wireless phone and connection card Products. SCP may not be available for all wireless Products. If Customer purchases SCP (or ESRP separately), Sprint will waive up to two warranty repair fees in any 12 month period for Products covered by the ESRP service contract at the time of repair or replacement at a Sprint Service Repair Center, provided that such repairs are related to mechanical or electrical damage (screen repairs will incur a fee during this period). A per claim deductible will apply for approved insurance claims. There is a limit of three insurance claims under ERP in any 12 month period. Insurance is administered by a third party program administrator and not by Sprint. If Customer selects SCP coverage, Sprint will charge Customer a monthly insurance premium and service contract fee per covered Customer Line, and Sprint will remit the insurance premium portion to the third party program administrator on Customer's behalf. Insurance is not subject to any discounts. Insurance claims must be submitted directly to the third party program administrator, provided that Customer's Sprint Account Representative will reasonably assist Customer in the processing of any such insurance claims. Terms of SCP coverage are available at the point of sale or in subsequent communications. If Customer does not purchase SCP coverage, Sprint reserves the right to charge a fee for repair to malfunctioning wireless Products, regardless of warranty period, and Customer may not be able to replace lost, stolen or non-repairable wireless Products without incurring costs. Customer may purchase the Equipment Service and Repair Program separately on a stand-alone basis. Customer may purchase the Equipment Replacement Program on a stand-alone basis only for those Customer Lines with a New York area code/prefix.
- 5.2. Tablets.** To protect against loss, theft, physical or liquid damage, or mechanical/electrical breakdown involving Customer's eligible wireless tablets, Customer may purchase Advanced Device Insurance ("ADI"), Advanced

Device Service and Support (“ADSS”), which is a service contract, or Advanced Protection Pack (“APP”), which is a combination of ADI and ADSS. APP, ADI and ADSS may not be available for all tablets, and they are not available for Wi-Fi-only tablets. A per claim deductible of up to \$200 will apply for approved accidental damage, loss, or theft claims. Under ADI or APP, there is a limit of three claims for accidental damage, loss, or theft in any rolling 12 month period. Under ADSS or APP, there is no claim limit or deductible for mechanical or electrical breakdown claims. The APP, ADI, and ADSS programs are administered by Brightstar Device Protection, LLC (“Brightstar”), a third party administrator, and not by Sprint. If Customer selects APP, ADI, or ADSS coverage, Sprint will charge Customer the applicable monthly subscriber fee per covered tablet, and Sprint will remit the monthly subscriber fee to Brightstar on Customer’s behalf. APP, ADI and ADSS are not subject to any discounts. Claims must be submitted directly to Brightstar by calling 844-225-6335 or at www.mydeviceprotection.com. The full terms and conditions of coverage are available at the point of sale, in subsequent communications, and at www.mydeviceprotection.com. If Customer does not purchase APP, ADI, or ADSS coverage, Sprint reserves the right to charge a fee for repair to malfunctioning tablets, regardless of warranty period, and Customer may not be able to replace lost, stolen or non-repairable tablets without incurring additional costs.

6. WIRELESS PRODUCTS AND SERVICES POLICIES.

- 6.1. **Lost or Stolen Wireless Product Policy.** If Customer’s wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all wireless Service usage charges associated with the Product before Customer notifies Sprint of the loss or theft and Customer will remain liable for any MRCs associated with the wireless Service after Customer notifies Sprint of the alleged loss or theft. A lost or stolen wireless Product remains subject to the applicable Minimum Service Term and Sprint may not waive any applicable early termination fees if Customer chooses to terminate wireless Service as a result of the loss or theft. Customer will cooperate with Sprint in the investigation of the incident. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint’s expense.
- 6.2. **Fraud Policy.** Sprint will notify Customer, and Customer will notify Sprint’s Customer Care department promptly, of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- 6.3. **Location Based Services.** If Customer downloads or accesses Location Based Services through wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer’s Product(s) pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider’s privacy policy. Customer must clearly, conspicuously and regularly notify all of its Employees using Customer Lines upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children’s Online Privacy Protection Act (15 U.S.C. § 6501 *et seq.*) and any other applicable laws. **CUSTOMER WILL INDEMNIFY AND DEFEND SPRINT AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER’S USE OF LOCATION BASED SERVICES AND CUSTOMER’S FAILURE TO NOTIFY END USERS OF CUSTOMER’S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES.**
- 6.4. **Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks. Certain Business Plans, Business Plan add-ons, features and equipment discounts may not be available on all wireless Products. Access to specific Sprint Networks may require installation of separate software depending on the Product. Certain services may not be available on all Sprint Networks.
- 6.5. **Product Content.** Customer’s Products may contain sensitive or personal information. Sprint is not responsible for any information on Customer’s Products, including sensitive or personal information. Customer should remove or otherwise safeguard any sensitive or personal information when Customer relinquishes, exchanges, returns, or recycles a Product. If Customer exchanges, returns, or recycles Products through Sprint, Customer must remove all data from Products before providing them to Sprint.
- 6.6. **Network Access.** Sprint may refuse activation, or block access to certain Sprint Networks, for wireless Products that are incompatible with the Sprint Networks, or for any reason that protects the interests of Sprint’s customers or the Sprint Networks, including for wireless Products that are lost or stolen, or that have been terminated or suspended for nonpayment.
- 6.7. **Network Management and Performance.** Information on Sprint’s network management tools, policies and other related information is available at www.sprint.com/networkmanagement.

6.8. Unlocking Policy. Information on Sprint's device unlocking policy is available at <https://www.sprint.com/en/legal/unlocking-your-sprint-device>.

7. WIRELESS SERVICE LIMITATIONS.

7.1. Telephone Numbers and Portability. Sprint may, with reasonable prior notice and for commercial reasons such as fraud prevention, regulatory requirements and area code changes, change the telephone number assigned to wireless devices. Customer does not have any right of possession or title to any telephone number, identification number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide certain information about Customer's account with the other carrier, and purchase or lease wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 9-1-1 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful. If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period and receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled wireless Service. If Customer transfers a number to another carrier before the end of an applicable Minimum Service Term, Customer may be subject to early termination fees.

7.2. Call Limitations. Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services. Sprint will block international calling capability unless Customer expressly requests such capability for a Customer Line. Caller identification information may not be available for all incoming calls.

7.3. 9-1-1 or Other Emergency Calls.

A. General. For 9-1-1 calls, an emergency responder's ability to locate a caller using a wireless Product may be affected by various factors, including the type of wireless Product used, the Product's GPS capabilities, geography, or other factors such as the porting process. In some areas, and depending on the equipment deployed by the local public safety answering point ("PSAP"), 9-1-1 calls may be routed to a state patrol dispatcher instead of the local PSAP. Enhanced 9-1-1 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. A caller using a wireless Product should always be prepared to report precise location information to emergency responders. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include Customer's name, address, number, and the location of the user of the Service at the time of the call.

B. Wi-Fi Calling. 9-1-1 service through Wi-Fi calling may not be available or may be limited compared to traditional 9-1-1 service due to a number of circumstances, including relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information, or other technical problems.

C. Text-to-911. Text-to-9-1-1 service may allow standard SMS text message communication with a 9-1-1 operator, however text-to-9-1-1 is only available in certain limited areas where it has been requested and implemented by local public safety officials and is not available when Roaming. A text-to-9-1-1 message does not automatically provide precise location information to the 9-1-1 operator. Delivery or receipt of text-to-9-1-1 messages is not guaranteed and messages may fail, be delayed or be out of sequence. A person using a wireless Product should always attempt to call 9-1-1 when possible in an emergency situation.

D. Inbound Call Blocking. If Customer chooses inbound call blocking, inbound call blocking may be removed for 24 hours following a 9-1-1 call so that public safety can attempt to call-back the Customer Line, if necessary. All other inbound calls may also be allowed during this time period. Removing inbound call blocking by request normally requires processing time. Sprint will make a good faith effort to complete the removal of inbound call blocking and may also cooperate with public safety to remove inbound call blocking, upon lawful request. Inbound call blocking may be restored after the 24-hour period. Customer will not be notified if inbound call blocking is removed or reinstated following a 9-1-1 call.

E. TTY Access. TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 9-1-1 calls due to the limitations of the answering agency. A TTY-capable wireless Product should not be relied on for 9-1-1 calls.

7.4. Use of Sprint Wireless Data Services. For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint

wireless data Services is subject to any storage, memory or other Product limitation. Customer may not be able to make or receive voice calls while using data Services. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings and other messages, including broadcast messages. Certain third party Applications may access, collect, use, or disclose Customer's personal information or require Sprint to disclose Customer's personal information to the Application provider or a designated third party. If Customer accesses, uses, or authorizes third party Applications through data Services, Customer authorizes Sprint to provide to the third party information related to Customer's use of the Services or the Application(s). Customer acknowledges that use of third party Applications is subject to the third party's terms, conditions and policies, including its privacy policy.

7.5. Prohibited Network Uses. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks from harm or degradation. Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the Prohibited Network Uses in this section.

A. Examples of Prohibited Voice Uses. Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.

B. Examples of Prohibited Data Uses. Sprint wireless data Services are intended to be used for web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used to disrupt email use by others using automated or manual routines, including "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint's wireless Services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user.

7.6. Compatibility of Wireless Products and Services. Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. Information on obtaining a software program lock code is available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products, features or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product, feature or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or Application with the wireless Products or Services, and Customer may not receive a refund for any unused portion of the data content.

7.7. Sprint Service Provider Affiliate Market Limitations. Some portions of the Sprint Networks are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, Business Plan add-ons, and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in the Agreement, Sprint reserves the right, with 30 days' prior written notice, to (A) port any Customer Line activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (B) terminate Services to such Customer Lines.

8. NETWORK COVERAGE; LIMITATION OF LIABILITY FOR WIRELESS SERVICE PROBLEMS AND PRODUCT FAILURES.

8.1. Network Coverage; Service Speeds. Services are provided on some or all of the Sprint Networks (except when roaming). While on the Sprint Networks and with compatible device and service plan, Customer Lines will generally seek such Sprint Networks in the following order: Sprint 5G Network, Sprint 4G LTE Network, Sprint 4G Network, Sprint 3G Network, Nationwide Sprint Network. Coverage is not available everywhere. Coverage areas, including Roaming areas, may change and are accessible through www.sprint.com/coverage. Sprint coverage maps reflect coverage areas when using Services outdoors under optimal conditions. There are gaps in coverage within Sprint estimated coverage areas that may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. In addition to network coverage, Services that rely on location information (e.g., E911 and Location Based Services) may depend on a Product's ability to acquire satellite signals (typically not available indoors). Wireless high-speed data throughput rates may vary depending on Customer's location at the time of use and the Service purchased. Service speeds are not guaranteed. While a Product is receiving a software update, Customer may be unable to use the Product in any manner until the software update is complete.

8.2. Limitation of Liability for Wireless Service Problems and Product Failures. Sprint is not liable for wireless Service problems caused by conditions beyond Sprint's control, including atmospheric or geographic conditions, the failure of other service providers or a wireless Product, a public safety emergency, or coverage or capacity limitations. Sprint's maximum liability for any loss or damage arising out of a (A) wireless Service problem caused by a condition other than those described in this Section 8.2, or (B) Sprint-provided wireless Product failure caused by Sprint, is limited to: (i) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (ii) a (x) refund of a prorated amount of the net purchase price of an affected Sprint-provided wireless Product which was purchased within the preceding 24 months of the failure where the prorated amount is calculated by dividing the net purchase price by 24 and applying the appropriate refund for the number of months remaining in the 24 month period, or (y) credit the remaining payments owed by Customer under the applicable lease or installment billing agreement for, an affected Sprint-provided wireless Product purchased within the preceding 24 months of the failure. Sprint is not liable for the failure of any wireless Products that were not provided by or through Sprint.

9. DEFINITIONS.

- 9.1. **"Active Unit"** means an active wireless Product.
- 9.2. **"Anytime Minutes"** means the voice minutes of use that are available in a Business Plan that may be used at any time other than during Nights and Weekends.
- 9.3. **"Applications"** are software programs that perform particular tasks.
- 9.4. **"Business Plans"** means Sprint wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.
- 9.5. **"Customer Line"** or **"Corporate-Liable Active Unit"** means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially responsible.
- 9.6. **"Domestic"** means the 50 states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service.
- 9.7. **"Direct Connect Device"** means a Product that is enabled with Sprint Direct Connect service.
- 9.8. **"Domestic Roaming"** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 9.9. **"Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.
- 9.10. **"Employee Line"** or **"Individual-Liable Active Unit"** means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 9.11. **"Location Based Service"** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 9.12. **"MRC"** means monthly recurring charge.
- 9.13. **"Nationwide Sprint Network"** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates.
- 9.14. **"Nights and Weekends"** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **"Nights and Weekends at 6pm"** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **"Nights and Weekends at 7pm"** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m.
- 9.15. **"Product(s)"** is defined in the Agreement, but for purposes of this Wireless Services Product Annex, "Product(s)" also includes, if applicable, Customer-provided wireless devices that are used on the Sprint Networks and the Sprint 4G Network.
- 9.16. **"Roaming"** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 9.17. **"Smartphone"** is a wireless Product designated by Sprint as a Smartphone, with an advanced operating system, that offers more advanced computing ability and connectivity than a traditional feature phone.
- 9.18. **"Sprint 3G Network"** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates.

- 9.19. **“Sprint 4G LTE Network”** means a wireless network based on the standards for LTE developed by the 3rd Generation Partnership Project (3GPP) 4G LTE standards from Releases 8 - 14, or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.20. **“Sprint 4G Network”** means a wideband OFDM technology that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners. References to the “Sprint 4G Network” include the Sprint 4G LTE Network and/or successor networks, as applicable.
- 9.21. **“Sprint 5G Network”** means a wireless network based on fifth generation cellular network as defined by the industry association 3GPP using “5G NR” (5G New Radio) technology, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.22. **“Sprint Direct Connect Device”** means a Product that uses the Sprint 3G Network for Sprint Direct Connect service.
- 9.23. **“Sprint Direct Connect Plus Device”** means a Product enabled with the Sprint Direct Connect Plus Application.
- 9.24. **“Sprint Networks”** includes one or more of the following: the Nationwide Sprint Network, the Sprint 3G Network, the Sprint 4G LTE Network, the Sprint 4G Network, and the Sprint 5G Network.
- 9.25. **“Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint. **“Sprint Service Provider Affiliate Market”** means the regions of the United States covered by Sprint Service Provider Affiliates.