

IN-BUILDING SOLUTIONS WHOLESALE ANNEX

The following terms and conditions in this In-Building Solutions Wholesale Annex (“**IBS Wholesale Annex**”), together with the applicable Sprint In-Building Solutions Agreement (“**In-Building Solutions Agreement**”), govern Sprint’s installation, operation, and maintenance of the In-Building Solutions Equipment. If a conflict exists between the In-Building Solutions Agreement or Customer’s Service Agreement and this IBS Wholesale Annex, the terms and conditions in this IBS Wholesale Annex will control. Capitalized terms not otherwise defined in this IBS Wholesale Annex are as defined in the In-Building Solutions Agreement.

1. Parties’ Responsibilities

1.1 Notice to Vacate. Beneficiary will give Sprint at least 90 days’ prior written notice of Beneficiary’s intent to vacate the IBS Property. Sprint will have no obligation to transfer, install, operate, or maintain the In-Building Solutions Equipment at any Beneficiary properties or premises. At any time after receiving notification of Beneficiary’s intent to vacate the IBS Property, Sprint will have the right to—and Sprint must—remove the In-Building Solutions Equipment (except for cabling) from the Premises. Sprint will restore the Premises to substantially the same condition existing on the In-Building Solutions Effective Date, except for ordinary wear and tear.

1.2 Reimbursement. Customer will reimburse Sprint for the reasonable costs necessary to repair or replace the In-Building Solutions Equipment as a result of damage caused by Beneficiary’s or Customer’s negligence or intentional acts or omissions.

1.3 Access to Premises. Beneficiary will provide Sprint with escorted access to the Premises during Beneficiary’s normal business hours, and at other times as mutually agreed by Beneficiary and Sprint, as required by Sprint to install, operate, and maintain the In-Building Solutions Equipment. Beneficiary will provide Sprint with a contact telephone number to call 24 hours a day, 7 days a week, to arrange for emergency access to the Premises, and Beneficiary will use commercially reasonable efforts to provide Sprint with prompt access to the In-Building Solutions Equipment for emergency repairs. Beneficiary will provide Sprint with prior written notice of all reasonable security procedures and requirements for access to the Premises that are relevant to Sprint’s installation, operation, and maintenance of the In-Building Solutions Equipment.

1.4 Access to In-Building Solutions Equipment. Beneficiary will use commercially reasonable efforts to prevent unauthorized persons from accessing, altering, removing, tampering with, or attempting to repair the In-Building Solutions Equipment, including any third party vendors or contractors Beneficiary engages to perform work at the Premises.

1.5 Installation, Operation, and Maintenance of In-Building Solutions Equipment. Sprint will install, operate, and maintain the In-Building Solutions Equipment in accordance with the In-Building Solutions Agreement, the applicable In-Building Solutions Annexes, and each Statement of Work, and in a manner that will not unreasonably disturb Beneficiary’s occupancy.

1.6 Compliance. Sprint will comply with all applicable laws relating to its use of the Premises and with all reasonable security procedures and requirements for access to the Premises.

2. Insurance

2.1 Coverage. During the Term, Sprint and Beneficiary each will maintain the following minimum insurance coverage:

2.1.1 General Liability Insurance (Broad Form Liability Endorsement) on an occurrence basis with a minimum combined single limit for Personal Injury, Property Loss and Damage, Contractual and Independent Contractor of not less than \$1,000,000 per occurrence. The policies for the General Liability insurance coverage will be primary and noncontributory to any similar insurance and/or self-insurance that Sprint and Beneficiary maintain and will name the other as an additional insured; and

2.1.2 Umbrella Form Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and aggregate.

2.2 Requirements. All insurance policies will be issued by companies licensed or authorized to transact business in the state(s) where the Premises are located and that hold a current rating of not less than **A-, VII** according to A.M. Best. Upon request, Sprint and Beneficiary will provide the other with certificates of insurance or such other documentary evidence of insurance coverage, such as an Internet accessible Memorandum of Insurance. With regard to the policies, each party will provide that the other party be given not less than 30 days' prior written notice of any intended cancellation of the policies.

3. License and Use. Beneficiary grants Sprint a license to install, operate, maintain, and remove the In-Building Solutions Equipment at the Premises identified in the In-Building Solutions Agreement. Beneficiary agrees to provide Sprint with sufficient floor space as required for the proper installation of the In-Building Solutions Equipment, as further described in each Statement of Work. Sprint, in its reasonable discretion, may replace, modify, upgrade, and remove the In-Building Solutions Equipment consistent with its obligations in each Statement of Work. All rights granted to Sprint under the In-Building Solutions Agreement are irrevocable until the In-Building Solutions Agreement expires or is terminated and Sprint has been provided the opportunity to remove the In-Building Solutions Equipment.

4. Title to In-Building Solutions Equipment. Sprint retains sole ownership of the In-Building Solutions Equipment and any other ancillary equipment. Beneficiary will keep the In-Building Solutions Equipment free and clear of any lien or encumbrance and will protect and defend Sprint's or Sprint's lender's legal title to the In-Building Solutions Equipment should Beneficiary inadvertently subject the In-Building Solutions Equipment to a lien or encumbrance. When Sprint removes the In-Building Solutions Equipment (except for cabling), title to the cable transfers to Beneficiary in "as is" condition.

5. Right to Remove In-Building Solutions Equipment. When the In-Building Solutions Agreement terminates or expires, Sprint has the right to: (i) enter the Premises at a mutually agreed upon time (the Parties will negotiate in good faith to determine an agreeable time) to remove the In-Building Solutions Equipment (except for cabling), and (ii) pursue any other remedies available to Sprint at law or in equity.

6. Beneficiary Representations and Acknowledgment

6.1 Occupancy. Beneficiary owns, leases, or otherwise has the legal right to occupy the IBS Property and the Premises and has all rights necessary to grant Sprint the access and license rights contained in the In-Building Solutions Agreement.

6.2 Permission. Beneficiary has obtained or will obtain all necessary permissions, consents, and approvals required at the IBS Property and the Premises for Sprint's installation, operation, and maintenance of the In-Building Solutions Equipment.

6.3 Suitability. To the best of Beneficiary's knowledge, the IBS Property, Premises, and all improvements located thereon are in substantial compliance with building, life/safety, disability, and other laws, codes, and regulations applicable to Beneficiary's and Sprint's use of the Premises as contemplated by the In-Building Solutions Agreement.

6.4 Hazardous Substances. To the best of Beneficiary's knowledge, there are no substances, chemicals, or wastes on or within the IBS Property or the Premises that are identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation (collectively, "**Hazardous Substance**"). Sprint will not introduce or use any Hazardous Substance on or within the Premises in violation of any applicable law. Beneficiary will have sole responsibility for the identification, investigation, monitoring, remediation, and cleanup of any Hazardous Substance discovered at or within the IBS Property and Customer and Beneficiary jointly agree to indemnify, defend, and hold harmless Sprint from any and all claims for damages, losses, liabilities, or expenses—including reasonable attorneys' fees—relating to any Hazardous Substance present at or within the IBS Property unless the presence of the Hazardous Substance is caused directly by the activities of Sprint.

6.5 Interference Acknowledgment. Beneficiary acknowledges that even with proper design, installation, operation, and maintenance, the In-Building Solutions Equipment or Devices may cause interference with some sensitive electronic systems and certain medical and other equipment that may be used at the IBS Property. Prior to installation of the In-Building Solutions Equipment and on an ongoing basis after installation, Beneficiary agrees to use commercially reasonable efforts (including the use of clinical engineering services if the IBS Property is a hospital or other medical facility) to assess the potential for signal interference and to notify Sprint of any equipment, locations, or situations within the IBS Property where electromagnetic interference emanations may cause harmful interference.

7. Taxes, Fees, Surcharges & Assessments. Customer and Beneficiary are responsible for payment of all federal, state, and local taxes, and all fees, surcharges, and other assessments, that are imposed on transactions subject to the In-Building Solutions Agreement (collectively, "**Charges**"). Charges include, but are not limited to, real

property taxes, excise taxes, sales and transaction taxes, use taxes, value added taxes, property taxes, gross receipts taxes, utility taxes; universal service assessments; telephone relay service assessments; and any other regulatory fees and assessments. Sprint will be solely responsible for Sprint's employment taxes or for taxes imposed on Sprint's net income. If Customer claims an exemption from any Charges, Customer will indemnify Sprint against all claims arising out of Customer's claimed exemption.

8. No Warranty

8.1 SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO THE IN-BUILDING SOLUTIONS EQUIPMENT.

8.2 Beneficiary acknowledges that the Services provided via the In-Building Solutions Equipment will not be uninterrupted or error free and Beneficiary should implement secondary means of communication, as appropriate under the circumstances, to avoid the risk of injury or death or damage to property in the event of a Service disruption. Beneficiary will not use the Services, Devices, or the In-Building Solutions Equipment for the direct operation or control of medical or life support equipment, or for the operation or control of any mission critical system in which a Service disruption or failure of the In-Building Solutions Equipment may cause a substantial risk of injury or death to persons or damage to property. Beneficiary agrees to: (i) comply with all safety warnings and other safety and operational information provided by the manufacturer of the Devices, and (ii) ensure that all personnel who use the Services and the Devices assigned to Beneficiary while on the IBS Property understand and comply with all safety warnings and operational information, including information on E911 service set forth in the "Use of Service for 911 or Other Emergency Calls" section of this In-Building Solutions Annex. It will be Beneficiary's sole responsibility to implement and enforce policies for the proper and safe use of the Devices at the IBS Property.

9. Installation Delays. Sprint will have no liability under the In-Building Solutions Agreement for unavailability of the In-Building Solutions Equipment, delays in delivery of the In-Building Solutions Equipment or failure to install the In-Building Solutions Equipment within a specific time period.

10. Use of Service for 911 or Other Emergency Calls. The Services as provided via the In-Building Solutions Equipment do not interact with 911 and other emergency services in the same manner as landline telephone service. Depending on Beneficiary's location and the circumstances and conditions of a particular call, emergency services providers may not be able to identify Beneficiary's telephone number and/or location through use of the Services and Beneficiary may not always be connected to the appropriate emergency services provider. Sprint agrees to provide Beneficiary with E911 service where available and Beneficiary acknowledges and agrees that E911 service is not available in all areas and is not completely reliable. Beneficiary consents to Sprint's disclosure of Beneficiary information, including, but not limited to, Beneficiary name, address, telephone number and location, to governmental and quasi-governmental entities, including emergency service providers and law enforcement agencies, where Sprint deems it necessary to respond to an emergency.