

## **NEUTRAL HOST DAS PRODUCT ANNEX**

The following terms and conditions ("**Neutral Host DAS Annex**"), together with the applicable Sprint In-Building Solutions (f/k/a Custom Network Solutions, Converged Network or CNS) Agreement or attachment to a Service Agreement ("**In-Building Solutions Agreement**"), govern Sprint's interconnection to Customer's multi-carrier distributed antenna system ("**Neutral Host DAS**") for the purpose of enhancing the provision of the CDMA Services. If a conflict exists between the In-Building Solutions Agreement or Customer's Service Agreement and this Neutral Host DAS Annex, the terms and conditions in this Neutral Host DAS Annex will control. Capitalized terms not otherwise defined in this annex are as defined in the In-Building Solutions Agreement. All references to "CNS," "Custom Network Solutions" and/or "Converged Network Solutions" in this Neutral Host DAS Product Annex, the In-Building Solutions Agreement or Customer's Service Agreement shall be deemed to read instead as "In-Building Solutions."

- 1. Third Party Carriers.** Customer will provide for the operation, maintenance and monitoring of the Neutral Host DAS and be responsible for administering and monitoring the integration of any third party FCC licensed mobile service carrier ("**Carrier**") with the Neutral Host DAS.
- 2. Access.** Customer will provide Sprint with escorted access to the Premises during Customer's normal business hours and at other times as mutually agreed by Customer and Sprint as required by Sprint.
- 3. Operation, Maintenance, and Monitoring of Neutral Host DAS.** Customer will operate and maintain the Neutral Host DAS within design guidelines and provide necessary connectivity to the Neutral Host DAS for the In-Building Solutions Equipment during the Term. Customer will enter into a Maintenance Agreement ("**Maintenance Agreement**") with a Third Party Vendor to provide ongoing monitoring and maintenance of the Neutral Host DAS at Customer's expense. If Customer does not enter into a Maintenance Agreement, Customer represents and warrants that it has the knowledge and expertise necessary to maintain and monitor the Neutral Host DAS in accordance with the requirements set forth in this Neutral Host DAS Product Annex. Customer will provide Sprint with prompt notification if the Maintenance Agreement between Customer and the Third Party Vendor is terminated or expires. If Customer fails to adequately monitor and maintain the Neutral Host DAS in Sprint's reasonable discretion, Sprint may either terminate the In-Building Solutions Agreement or the affected Addendum and Customer will reimburse Sprint for its costs.

**3.1 Annual Preventive Maintenance.** At Customer's expense, Customer will conduct a thorough preventive maintenance and signal strength/quality baseline test annually. Customer must at all times maintain the Neutral Host DAS in a manner such that Sprint signal remains equal to or better than -85dBm RSSI (Received Signal Strength Indicator) with a Rx signal 5dB greater than the strongest interferer for CDMA. Customer will provide baseline RSSI, and interference, measurements to Sprint upon completion of all preventive maintenance routines and on an annual basis thereafter.

**3.2 Notice to Sprint Users.** Customer will use reasonable efforts to notify all users of Sprint Products and Services under the Service Agreement of instances when Customer conducts preventive maintenance or when Customer's Neutral Host DAS system fails.

**3.3 Notice to Sprint.** Customer will notify Sprint 10 days in advance of any planned maintenance that may impact Sprint's network services by calling Sprint In-Building Solutions Care at 1-888-206-3585.

**4. Disconnection.** In the event Customer or the Third Party Vendor requires temporary disconnection of the In-Building Solutions Equipment from the Neutral Host DAS, Customer or the Third Party Vendor will contact the Sprint In-Building Solutions Care at 1-888-206-3585 to coordinate dispatch of Sprint resources to the Premises to perform the disconnection.

**5. Customer Responsibility for Other Carriers.** Customer understands and agrees that:

**5.1** Customer will be responsible for mitigating any interference issues arising with respect to the Neutral Host DAS or caused by any other Carriers' or public safety transmissions; and the Customer and Third Party Vendor in conjunction with the Carrier causing interference are responsible for correcting interference issues; and

**5.2** Customer will be responsible for triaging and troubleshooting all Neutral Host DAS related issues. Customer will contact the Third Party Vendor customer support for all services not directly provided by Sprint, including the Neutral Host DAS infrastructure, or other applications and services issues related to other Carriers. Customer will promptly notify Sprint In-Building Solutions Care if an issue is identified as relating to the In-Building Solutions Equipment or Devices activated under the In-Building Solutions Agreement.

**6. Interference.** Sprint is not responsible for mitigating any interference issues arising with respect to the Neutral Host DAS or caused by any other Carriers or applications. Customer will be responsible for mitigating any interference issues arising with respect to the Neutral Host DAS or caused by public safety transmissions. The section on "Post-Installation" interference in the In-Building Solutions Agreement will also apply with respect to interference caused by another Carrier's equipment that is installed on the Neutral Host DAS either prior to or after Sprint's connection..

**7. Installation Delays.** Sprint will have no liability for unavailability of Sprint's radio frequency source, delays in delivery of Sprint's radio frequency source, or failure to install Sprint's radio frequency source within a specific time period.

**8. Termination.** Customer's failure to meet its obligations under this Neutral Host DAS Product Annex will be deemed a material default in the performance of its duties and obligations under the In-Building Solutions Agreement.