

SPRINT AIRAVE® PRO CONNECT EXPRESS SERVICE ANNEX

The following terms and conditions in this Sprint AIRAVE Pro Connect Express Service Annex (“**Annex**”), together with the applicable Sprint service agreement (“**Agreement**”), govern Sprint’s installation and Customer’s use of the Ubee AirWalk AIRAVE Pro Connect device (“**AIRAVE Pro Connect Device**”). Capitalized terms not otherwise defined in this Annex are as defined in the Agreement.

1. AIRAVE Pro Connect Device Description. The AIRAVE Pro Connect Device generally consists of the equipment necessary for the provision of enhanced radio frequency (“**RF**”) signal throughout a structure. Sprint will deploy an enterprise femtocell—i.e., the AIRAVE Pro Connect Device—to generate dedicated cellular service to extend the existing Sprint Nationwide Network and Sprint 3G Network macro coverage inside portions of Customer’s property.

2. Installation

2.1 Internet Access. The AIRAVE Pro Connect Device requires broadband Internet access. The Customer is responsible for providing the broadband Internet access and the following minimum requirements:

- Minimum of 3Mbps downlink and 1.5 Mbps uplink (in addition to other/existing bandwidth needs the Customer may have)
- Downlink:
 - For each user, an additional 0.0625 Mbps (downlink)
 - Maximum bandwidth required: 4.2 Mbps (downlink)
- Uplink:
 - For each user, an additional 0.04 Mbps (uplink)
 - Maximum bandwidth required: 2.5 Mbps (uplink)
- Traffic Prioritization:
 - LAN. Highest traffic prioritization/Quality of Service (QoS) while on the LAN (between the AIRAVE Pro Connect Device and the LAN/WAN router)
 - WAN. Class of Service (CoS) Expedited Forwarding (EF1) mapping of DSCP marks on the WAN if supported by ISP
- Packet Loss<1.0%; RTD<100ms; Jitter<10ms
- Firewall: Customer must configure firewall rules to allow stateful IPsec traffic originated from the AIRAVE Pro Connect Device on UDP Ports 500 and 4500.

2.2 Customer’s Network. Customer personnel or its vendors with technical expertise about Customer’s network (LAN, firewall, ISP/IP services, etc.) must be available prior to and at installation, and they must have the capability and authority to make changes to Customer’s network necessary for installation. If an installation is rescheduled due to the appropriate Customer resources or the Customer-provided broadband Internet access not being available during installation, Sprint reserves the right to charge the Customer for another installation.

2.3 Installation Space. The AIRAVE Pro Connect Device requires installation space inside Customer’s property. Customer and Sprint will mutually agree where to install the AIRAVE Pro Connect Device. Standard installation is in the center of a building, on a wall, within 5 feet of an 110VAC power outlet and 150 feet from a window.

3. Maintenance

3.1 Disconnection. If Customer requires temporary disconnection of the AIRAVE Pro Connect Device, Customer must contact the Sprint Care Group at 1-877-236-8008.

3.2 Relocation. Customer—or any other personnel not authorized by Sprint—must not move the AIRAVE Pro Connect Device. Customer must contact the Sprint Care Group, and Sprint will move the AIRAVE Pro Connect Device for an additional cost.

3.3 Software Maintenance Activities. At its discretion, Sprint may provide remote software updates to the AIRAVE Pro Connect Device, and the updates may occur during business hours and may cause brief interruptions to the operation of the AIRAVE Pro Connect Device.

3.4 Customer Network Personnel. For troubleshooting and maintenance issues, Customer must contact the Sprint Care Group at 1-877-236-8008. Customer personnel or its vendors with technical expertise about Customer's network (LAN, firewall, ISP/IP services, etc.) must be available for troubleshooting, and they must have the capability and authority to make changes and provide network information necessary for troubleshooting and maintenance.

4. Building Requirements

4.1 Customer's property must be a regularly shaped building with an open RF environment (as determined by Sprint in its sole discretion).

4.2 The required coverage area within the building must be 40,000 square feet or less.

4.3 The AIRAVE Pro Connect Device will only work on two consecutive floors, below the 10th floor.

4.4 The AIRAVE Pro Connect Device will not work on floors with reinforced interior walls and floors or walls or floors lined with lead.

4.5 There must only be one AIRAVE Pro Connect Device per building (no clustering or stacking).

4.6 The AIRAVE Pro Connect Device will only extend the existing macro coverage inside the building itself (e.g., it will not extend the coverage to parking lots, etc.).

4.7 The building must not be a call center or high traffic building or have a high number of transient users (e.g., lobby of a hotel).

5. User Requirements

5.1 The AIRAVE Pro Connect Device is not for high traffic spaces or call centers.

5.2 Customer must have less than 30 simultaneous handset users at any one time.

5.3 Customer must have talk groups of less than 30 (Direct Connect) at each location.

6. Quality of Service and Class of Service. To ensure voice quality, Customer must provide the Internet access requirements in Section 2.1 and prioritize the traffic on its network to give Sprint the highest priority on the LAN. Customer acknowledges and agrees that if Customer does not provide the Internet access requirements in Section 2.1 and if Sprint does not have the highest priority on the LAN, the AIRAVE Pro Connect Device may not be able to provide high quality voice services and may not be able to extend the existing Sprint Nationwide Network and Sprint 3G Network macro coverage inside portions of Customer's property. In addition to the foregoing, Sprint highly recommends that Customer prioritize the traffic on its network to give Sprint the highest business class of service on the WAN.

7. Warranty; Exclusions.

7.1 Warranty. Sprint provides a one-year warranty on the performance of the AIRAVE Pro Connect Device beginning on the date the AIRAVE Pro Connect Device is installed at Customer's property. If the AIRAVE Pro Connect Device fails to work in accordance with this Annex and Customer notifies Sprint of such failure within one year of the date the AIRAVE Pro Connect Device is installed at Customer's property, then Sprint will replace the AIRAVE Pro Connect Device at no additional cost to Customer. Customer's sole and exclusive remedy for defects in installation or equipment under this Annex is limited to the warranties set forth in this section.

7.2 Exclusions. The warranty in this Section 7 does not extend to: (A) any AIRAVE Pro Connect Device from which the serial number has been removed after delivery to Customer; (B) damage or non-functionality that results from (i) failure by Customer to operate the AIRAVE Pro Connect Device in accordance with the documentation, (ii) accident, misuse, abuse, unusual physical or electrical stress, or other external causes; (C) damage or non-functionality that results from modifications or service by anyone other than Sprint or a Sprint-approved authorized service provider; or (D) third-party hardware or software not provided by Sprint under this Annex.

8. Risk of Loss and Title

8.1 Risk of Loss. Customer assumes the risk of loss and damage to the AIRAVE Pro Connect Device from the date it is installed at Customer's property.

8.2 Title. Title to the AIRAVE Pro Connect Device will pass from Sprint to Customer when Customer fully pays the total amount invoiced for the AIRAVE Pro Connect Device and the AIRAVE Pro Connect Express Service, including but not limited to, the price of the AIRAVE Pro Connect Device, installation charges, any applicable taxes or interest due on past due amounts.

9. Interference Acknowledgment. Customer acknowledges that even with proper design, installation, operation, and maintenance, the AIRAVE Pro Connect Device may cause interference with some sensitive electronic systems and certain medical and other equipment that may be used at Customer's property. Prior to installation of the AIRAVE Pro Connect Device and on an ongoing basis after installation, Customer agrees to use commercially reasonable efforts (including the use of clinical engineering services if Customer's 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 Customer's property where electromagnetic interference emanations may cause harmful interference.

10. Disclaimer. SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND, EXCEPT AS SPECIFICALLY SET FORTH IN THIS ANNEX, WARRANTIES RELATED TO THE AIRAVE PRO CONNECT DEVICE AND THE AIRAVE PRO CONNECT EXPRESS SERVICE.

11. Installation Delays. Sprint will have no liability under this Annex or the Agreement for unavailability of the AIRAVE Pro Connect Device or the AIRAVE Pro Connect Express Service, delays in delivery of the AIRAVE Pro Connect Device or failure to install the AIRAVE Pro Connect Device within a specified time period.

12. Use of Service for 911 or Other Emergency Calls. The Services as provided via the AIRAVE Pro Connect Device do not interact with 911 or other emergency services in the same manner as landline telephone service. Depending on Customer's location and the circumstances and conditions of a particular call, emergency services providers may not be able to identify Customer's telephone number and/or location through use of the Services and Customer may not always be connected to the appropriate emergency services provider. Sprint agrees to provide Customer with E911 service where available and Customer acknowledges and agrees that E911 service is not available in all areas and is not completely reliable. Customer consents to Sprint's disclosure of Customer information, including but not limited to, Customer's 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.

13. AIRAVE Pro Connect Device Software License. Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the AIRAVE Pro Connect Device in accordance with and subject to the Ubee AirWalk End User License Agreement ("**AirWalk EULA**"), which is available at <http://www.airwalkcom.com/legal/eula.html>. Customer's obligation to comply with the AirWalk EULA will survive the expiration or termination of the Agreement.

14. AIRAVE Pro Connect Device and 911 Limitations. Customer may not be able to make 911 or other emergency calls in the event of an electrical power outage, broadband connection failure, termination of broadband service, the AIRAVE Pro Connect Device being at capacity, or other service disruptions. The AIRAVE Pro Connect Device and wireless Devices operate, in part, on radio frequencies that can be subject to interference and other conditions that may limit the connection and the ability to communicate during an emergency. Wireless 911 or Enhanced 911 ("**E911**") services may be limited outside of Sprint's wireless network coverage areas. Location-based E911 technology is not available in all areas. Customer and all end users of the AIRAVE Pro Connect Device should always be prepared to provide emergency personnel precise location and call-back information.