

## SPRINT BUSINESS WI-FI PRODUCT ANNEX

This Business Wi-Fi Product Annex (this "Annex") contains the terms and conditions, together with the Sprint Standard Terms and Conditions for Communication Services ("Standard Terms and Conditions") or the Sprint Master Services or Custom Service Agreement, as applicable (the "Agreement") that will govern Sprint's provision and Customer's use of Business Wi-Fi as specified in an Order for Business Wi-Fi (the "Order") or the Statement of Work ("SOW"), as applicable. Capitalized terms not defined in this Annex are defined in the Agreement or the Standard Terms and Conditions. If a conflict exists between the Standard Terms and Conditions or the Agreement and this Annex, the terms and conditions of this Annex will control.

### 1. Sprint Business Wi-Fi Description.

**A. Business Wi-Fi from Sprint Service Description.** Business Wi-Fi is a private and fully managed wireless local area network ("WLAN") solution providing indoor and/or outdoor Wi-Fi within Customer specified coverage areas at a specified location. Each single physical address designated by Customer for the installation of Business Wi-Fi ("Site") will be designed and sized to accommodate the Site specific floor plan and will be defined in the Business Wi-Fi Site Order or a separate custom Customer Statement of Work ("SOW"). Sprint's Business Wi-Fi standard offering includes the following components:

- (1) Sprint managed Customer Premise Equipment (CPE) designed based on the quantity of Power over Ethernet (PoE) and fiber ports required for Access Points;
- (2) Sprint managed Access Points - Sprint will conduct a Site survey based on the Customer provided floor plan to define the number of Access Points required to ensure adequate Wi-Fi coverage throughout Customer's facility;
- (3) Wireless out of Band Modem – Out of band modem for Sprint National Operations Center remote management;
- (4) Professional Services including consultation, design, cabling and installation;
- (5) Service licenses, management, monitoring and maintenance of all enabling equipment; and
- (6) Basic Firewall

**2. Optional Business Wi-Fi Components.** Sprint provides the following optional components that Customer may opt to purchase as part of Business Wi-Fi:

- 2.1. Basic Guest Wi-Fi Service.** Basic Guest Wi-Fi service is a site level guest solution that provides a guest service set identifier (SSID) with open authentication and a basic Customer logo splash page.
- 2.2. Standard Guest Wi-Fi.** Standard Guest Wi-Fi service supports up to 25 simultaneous authenticated guest users/devices. There are three authentication options available: single "click-here-I-agree"; SMS authentication; or Promo Code. Standard Guest Wi-Fi Service provides the ability for Customer to customize the guest splash page template, includes end user help desk support and the deployment of a ViaSat MikroTik Access Controller.
- 2.3. Premium Guest Wi-Fi.** Premium Guest Wi-Fi service supports up to 50 simultaneous authenticated guest users/devices. There are three authentication options available: single "click-here-I-agree"; SMS authentication; or Promo Code. Premium Guest Wi-Fi Service provides the ability for Customer to customize the guest splash page template, includes end user help desk support and the deployment of a ViaSat MikroTik Access Controller.

### 3. Sprint Responsibilities.

**3.1. Project Management.** Sprint will provide project management, including coordinating with Customer on fulfillment of Customer's responsibilities, as set forth in Section 4 below.

#### 3.2. Network Design, Installation & Testing.

- A.** Sprint will obtain Customer authorization for network design prior to implementing the solution.
- B.** Sprint will install and ensure all aspects of documented design are operational during the scheduled site installation, including:
  - (1) Wireless SSID and Authentication as configured;
  - (2) Wired LAN ports and/or corporate connectivity ports;
  - (3) WAN circuit ingress/egress with policy validation;
  - (4) Inband and out of band management access;
  - (5) Syslog integration to Sprint management systems;

- (6) Testing of service on pre-identified devices;
- (7) Verify LAN cabling connected to correct switch/firewall ports; and
- (8) Other items agreed upon between Customer and Sprint prior to scheduling the installation.

Post install issues not identified to be tested during the installation will be addressed via a post install trouble ticket.

- 3.3. **Monitoring and Notification Services.** Sprint will provide network monitoring services 24 hours per day, 7 days per week, 365 days per year, ("24x7x365"). Sprint will not provide proactive tickets on security events to Customer. Sprint may notify Customer of critical security alerts.
- 3.4. **Trouble Reporting.** Sprint will provide Customer access to a toll-free number for Business Wi-Fi support 24x7x365.
- 3.5. **Fault Management.** Sprint will provide fault management services 24x7x365. These fault management services include, but are not limited to, the detection, isolation, diagnosis and correction of network troubles.
- 3.6. **Trouble Ticket Handling.** Sprint will provide a trouble ticket number from Sprint's ticketing system to Customer's designated point of contact that reports the trouble. For each trouble report, Sprint will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Customer's designated point of contact will be kept apprised of the status of corrective actions. Sprint will not close a trouble ticket opened by Customer until Customer has been notified that the problem has been corrected. Sprint will charge Customer an amount equal to the Delay/Cancellation Fee (per incident) as set forth in the Agreement for a prescheduled technician dispatch for which the technician is denied access to the building.
- 3.7. **Replacement/Repair of Enabling Equipment Due to Loss Event.** If a Loss Event (as defined in Section 4.6 below) occurs, at Customer's expense, Sprint will, in its sole discretion, either:
  - A. restore the affected Enabling Equipment to good condition and working order; or
  - B. replace the affected Enabling Equipment with comparable Enabling Equipment or software to good condition and working order.

#### 4. Customer Responsibilities.

- 4.1. **Site Survey.** Customer will provide to Sprint floor plans and the date, time, and access for the physical site survey. Customer will allow access provider to survey the facility and provide results back to Sprint.
- 4.2. **Site Readiness.** Site readiness describes the minimum Site requirements related to circuit entrance and/or demarcation extension, power (including an alternative or power source), environmental, ground, security, and overall Site preparations for a successful installation of Business Wi-Fi. Customer is responsible for all negotiations, permits and communications with the building owner/leasing agent as it relates to Site construction and readiness, including but not limited to: (i) notifying Sprint and the LEC when all Site readiness requirements have been met and (ii) providing a suitable environment for equipment based on manufacture specifications. Business Wi-Fi requires a consistent power source. Therefore Customer must provide a back-up power source via generator, uninterrupted power supply, or other conventional backup/conditioning devices.
- 4.3. **Design Approval.** Customer will review and approve final design to be implemented.
- 4.4. **Business Wi-Fi Enablement.** Customer will participate on project calls and promptly provide all information requested by or on behalf of Sprint or its agents as required to configure Business Wi-Fi in a timely manner.
- 4.5. **Acceptance Testing.** Customer will verify access and connectivity to Wi-Fi for service acceptance on the day of the scheduled installation. Due to the multitude of device types, operation systems and software drivers, a trouble ticket is required to address device specific Wi-Fi connectivity issues. Prior to reporting issues, Customer must ensure that its device drivers are updated and current with the manufacturer drivers.
- 4.6. **Loss Event Regarding Enabling Equipment.** If any Enabling Equipment, in whole or in part, is lost, stolen, damaged, or destroyed, or is taken in any condemnation or similar proceeding (a "Loss Event"), Customer will immediately notify Sprint in writing and pay to Sprint, within 30 days of the Loss Event, an amount equal to Sprint's costs to replace the lost, stolen, damaged or destroyed equipment.

#### 5. Installation, Cancellation, Delay and Early Termination.

- 5.1. **Installation.** Business Wi-Fi installations are scheduled Monday through Friday between the hours of 8:00am - 5:00pm local time. Upon approval by Sprint, rates for Customer requested after hours installations will be quoted on an individual case basis and are subject Customer's prior approval.
- 5.2. **Cancellation.**

- A. Cancellation Prior to Installation.** Upon receipt of Customer's written approval of the final Business Wi-Fi design ("Order Authorization"), Customer may cancel an Order at any time prior to Site installation provided that Customer must pay any actual costs incurred by Sprint, including but not limited to, access cancellation fees and the cost of the Enabling Equipment. Title to Enabling Equipment will pass to Customer upon Sprint's receipt of payment in full for the Enabling Equipment.
- B. Cancellation Post Installation.** Customer may cancel an Order at any time after Site installation provided that Customer must pay for the Enabling Equipment and any applicable early termination or other fees as set forth in the Agreement. Title to Enabling Equipment will pass to Customer upon Sprint's receipt of payment in full for the Enabling Equipment.
- 5.3. Delay Provision.** Any Customer caused delay in the installation of Business Wi-Fi will be subject to the Delay/Cancellation Fee (per incident) and other applicable fees as set forth in the Agreement, unless Customer notifies Sprint 24 hours in advance of the actual dispatch of the technician.
- 5.4. Early Termination Liability.** Customer must pay early termination fees if (A) Sprint terminates (i) the Business Wi-Fi Service before the expiration of the Site Order Term, (ii) the applicable Attachment or (iii) the Agreement due to Customer's material breach, or (B) Customer terminates this Attachment or the Agreement without cause, or ceases to use Products or Services to a material extent (unless due to Sprint's material breach) prior to meeting the minimum Site Order Term. Customer will pay Sprint, in addition to all other applicable charges and fees, the early termination liability charges set forth below. Other applicable charges may include, but are not limited to, early termination fees as set forth in the Agreement or the applicable Attachment and charges stipulated in a Special Customer Arrangement ("SCA").
- A.** If Sprint disconnects the Business Wi-Fi Service at a Site pursuant to this Section 5.4, Customer must pay early termination liability equal to:
- (1) the Business Wi-Fi Site MRC (i.e., Business Wi-Fi Small, Medium, or Large); plus
  - (2) the Access Point MRC (i.e., Indoor or Outdoor) multiplied by the number of Access Points installed, multiplied by the number of months remaining in the Site Order Term.
- B.** If the Standard Guest Wi-Fi or Premium Guest Wi-Fi Services are disconnected prior to the expiration of the Site Order Term, Customer must pay early termination liability equal to the applicable Standard Guest Wi-Fi or Premium Guest Wi-Fi MRC, multiplied by the number of months remaining in the Site Order Term, multiplied by 50%.
- 6. Add, Change and Disconnect Orders.** All Customer initiated changes must be submitted in an Order Authorization form.
- 6.1. Site Redesign.** Any applicable charges for Site redesign(s) will be quoted at the time of submission of the Site redesign request and will require Customer written approval prior to initiation of the Site redesign.
- 6.2. Technician Dispatch.** Customer requested changes requiring the dispatch of a technician to complete cabling will be subject to the Truck Roll and LAN Cable fees as set forth in the Agreement.
- 6.3. Change Management.** Post implementation, Sprint allows Customer initiated Network Change Requests ("NCR"). NCRs will be subject to fees as set forth in the Agreement. Sprint will manage and install all engineering changes on Business Wi-Fi devices (See Exhibit 1 to this Annex for NCR categories). Change requests not defined or categorized in this Annex shall be defined or categorized by Sprint, in its sole discretion, upon receipt of request. NCRs are based on the following criteria:
- A.** Simple Changes (see Exhibit 1) are completed within 24 hours, Monday – Friday;
  - B.** Complex Changes (see Exhibit 1) are completed within 72 hours, Monday – Friday;
  - C.** Sprint includes up to 120 Simple Changes per Customer, per calendar year, Wi-Fi no additional charge;
  - D.** A single request may require a single device configuration change or require multiple device configuration changes. Therefore a single NCR request may equate to multiple device changes and count as such; and
  - E.** Simple NCRs on an expedited or emergency basis may be submitted through the trouble ticket process and will be subject to a \$200.00 Non-recurring Charge.
- 6.4. Site Disconnect.** Sprint will stop billing for a Site 30 days after Sprint receives Customer's disconnect request.
- 6.5. Disposition of Enabling Equipment.** Subject to the requirements set forth in Section 5.2, 5.4 or upon expiration of the applicable Attachment, Order or the Agreement, title to Enabling Equipment will pass to Customer.
- 7. Invoicing.** Sprint will invoice Customer for Monthly Recurring Charges in advance. The first and last invoices will include prorated MRCs based on the first and last day of the active Business Wi-Fi Service.

8. **Service Level Agreement.** The Business Wi-Fi Service Level Agreement (“SLA”) posted at <http://www.sprint.com/business/support/serviceLevelAgreements.html> is incorporated by reference into this Annex. Sprint may amend the SLA from time to time.

### Network Change Requests

<u>Simple Changes</u>	<u>Simple Changes Cont'd</u>	<u>Complex Changes</u>
Access List Changes	Manage RADIUS Users	Data Leak Prevention
Add/Delete/Modify Group	Modify Client Failover	Managed IP Telephony
Add/Delete/Modify Group Filter	Modify Routing Protocol	Tunnel Modify
Add/Delete/Modify VPN Users	Netflow	Other
Application Control	Network Timing Protocol	
LAN Interface Changes	Prefix List	
Business Wi-Fi and WPaaS	Public IP Address/Default Gateway Change	
Customer Read-Only Telnet Access	QoS Policy Change	
Customer Read-Write Telnet Access	RADIUS Service (Customer Managed)	
DataLink Prevention	Redistribute Networks	
DHCP	Route Add/Delete/Modify	
DNS Name Change	SafeNet Authentication Change	
Dynamic Network Address Translation	SNMP Read-Only Access	
Entrust User	Static Network Address Translation	
Firewall Logfile Retrieval	Static Routes	
Firewall Rules Change	Telnet Access Password Reset	
Firewall Rules MODIFYs (Contivity Firewall)	User IP Address Pool Change	
Firewall Snapshot Request	VPN Banner Requests	
HSRP	VPN DNS and WINS IP Address	
IOS Upgrades	WAN Interface Change	
LAN Interface Changes	Web Filter	
LAN IP Address Change	Other	