

SPRINT PASSIVE ANTENNAS PRODUCT ANNEX

The following terms and conditions in this Sprint Passive Antennas Product Annex ("**Passive Antennas Annex**"), together with the applicable Sprint In-Building Solutions (f/k/a Custom Network Solutions, Converged Network Solutions or CNS) agreement or attachment to a Service Agreement ("**In-Building Solutions Agreement**"), govern Sprint's installation, operation, and maintenance of the Passive Antennas. If a conflict exists between the In-Building Solutions Agreement or Customer's Service Agreement and this Passive Antennas Annex, the terms and conditions in this Passive Antennas Annex will control as to the installation of Passive Antennas. Capitalized terms not otherwise defined in this Passive Antennas Annex are as defined in the In-Building Solutions Agreement. All references to "CNS," "Custom Network Solutions" and/or "Converged Network Solutions" in this Passive Antennas Annex, the In-Building Solutions Agreement or Customer's Service Agreement shall be deemed to read instead as "In-Building Solutions."

1. General Description of Passive Antennas. External or internal passive antennas are directional antennas that influence the directivity of an antenna system and enhance the signal strength of the Networks to a Device via a passive coaxial connection ("**Passive Antennas**").

2. Installation. Sprint will install the Passive Antennas at the Premises as set forth the applicable Statement of Work. Prior to installation of the Passive Antennas, (a) Customer must obtain a wireless wide area network device ("**WWAN Device**"), and such WWAN Device must be activated on a Sprint data plan (which is not sold under the In-Building Solutions Agreement), and (b) Sprint will conduct a site survey of the Premises set forth in the applicable Statement of Work. Customer will give Sprint escorted access to the Premises during Customer's normal business hours to conduct a site survey and install the Passive Antennas.

3. In-Building Solutions Equipment and Passive Antennas. The definition of In-Building Solutions Equipment includes Passive Antennas up to the time of installation of the Passive Antennas. From and after installation, Passive Antennas are no longer included in the definition of In-Building Solutions Equipment since title to the Passive Antennas will automatically transfer to Customer at that time (see below). Sprint has no responsibility to operate or maintain the Passive Antennas.

4. Equipment Sales Product Annex and Warranty. Customer's purchase of the Passive Antennas is governed by the Equipment Sales Product Annex (which includes when title to the Passive Antennas passes to Customer) as posted at the Rates and Conditions Website on the applicable Addendum Effective Date or In-Building Solutions Effective Date (as applicable), except that the warranty for the Passive Antennas is as follows: Sprint will provide a warranty for installation of the Passive Antennas for 1 year from the date of installation. The warranty excludes damage due to acts of God; modifications by Customer or a third party, including moving the Passive Antennas; changes in the radio frequency conditions; or maintenance performed by anyone not pre-approved in writing by Sprint. Except as stated in the previous sentence, 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 PASSIVE ANTENNAS.