

STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES
("STANDARD TERMS AND CONDITIONS")

1. GENERAL

- 1.1 Applicability.** These Standard Terms and Conditions contain general provisions that apply to all Products and Services that Customer purchases from Sprint. "Agreement" refers to the written service agreement signed by Customer for the purchase of Sprint Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and related Order(s). Other capitalized terms are defined in this document or in the applicable Tariffs, Schedules or Product-specific Terms.
- 1.2 Rates and Conditions Website.** Customer's use of Sprint Products or Services is also governed by the applicable Tariffs or Schedules posted at <http://www.sprint.com/ratesandconditions> (the "**Rates and Conditions Website**"), and the applicable Product and Service annexes posted on the Rates and Conditions Website.
- 1.3 Conflicts Provision.** If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.
- 1.4 Resale.** Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in the Agreement. Customer may not resell or lease wireless Products and Services under the Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.

- 2. TERM.** "Term" refers to the contract term defined in the applicable attachment(s). These Standard Terms and Conditions will apply as of the Effective Date of the Agreement and continue to apply for as long as Sprint provides Products and Services to Customer.

3. CHARGES

3.1 Orders

- A. Rates.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in the Agreement.
- B. Issuance and Acceptance.** Customer will ensure that only persons authorized by Customer will issue Orders under the Agreement, and Customer is liable for all Orders issued under the Agreement. Sprint may accept an Order by: (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.
- C. Cancellation or Rejection.** Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason, including Customer's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.
- D. Customer Issued Purchase Orders.** Customer issued purchase orders are binding only upon acceptance in writing by Sprint. Except in the case of a "special customer arrangement" form signed by both parties, the terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by the Agreement.

- 3.2 Fixed Rates and Percentage Discounts.** The rates and discounts identified in the pricing attachments will remain fixed for the Term (unless stated otherwise in the applicable attachment). Rates and discounts not fixed in the pricing attachments will be based on then-current Schedules, Tariffs, or price lists at the time of purchase. If pricing in the Agreement is stated only as a percentage discount off of a Schedule or Tariff rate or list price, the percentage discount is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

- 3.3 Rate Adjustments.** Sprint may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("**CU**SC"), Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges. If the Federal Communications Commission ("**FCC**") requires that Sprint contribute to the Universal Service Fund ("**USF**") based on interstate revenues derived from Services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice Customer the CU^{SC} for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees, charges and surcharges imposed may vary.

Sprint may impose additional charges or surcharges to recover increased access costs imposed on Sprint as a result of Customer's specific traffic patterns, network configuration or routing protocol.

3.4 Taxes

- A. **Taxes Not Included.** Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.
- B. **Withholding Taxes.** Notwithstanding any other provision of the Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.
- C. **Exclusions.** Customer will not be responsible for payment of:
 - (1) Sprint's direct income taxes and employment taxes; and
 - (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

4. BILLING AND PAYMENT

4.1 Invoicing

- A. **Commencement of Invoicing.** Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the later of:
 - (1) the date the Products or Services are installed and made available; or
 - (2) the first day of the first bill cycle after the Effective Date.
- B. **Delays.** If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order or, if no date is specified, any time 30 days or more after the Effective Date.
- C. **Timing.** In general, for recurring Services, Sprint bills fixed Service charges in advance and usage-based charges in arrears.

- 4.2 **Payment Terms.** Sprint will invoice Customer, and Customer will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make such payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Services, unless prohibited by an applicable Tariff, state law or regulation. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Sprint's written consent. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by Sprint, including, but not limited to, reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms. If Customer elects to participate in the Preferred Pay Program, Customer will remit payment using cash, check, or electronic funds transfer.

- 4.3 **Disputed Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in the Agreement. If Sprint determines, in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

- 4.4 **Repayment of Credits or Waived Charges.** If Sprint terminates a Service or the Agreement due to Customer's material breach, or Customer terminates a Service or the Agreement before the end of any applicable Order Term or minimum service term (unless due to Sprint's material breach), Customer will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Order Term or minimum service term at the time of termination. This provision does not apply to service level credits issued for Service outages.

- 5. **CREDIT APPROVAL.** Sprint's provision of Products and Services is subject to Sprint's credit approval of Customer. Additionally, if during the Term Customer's financial circumstance or payment history becomes reasonably unacceptable to Sprint, then Sprint may require adequate assurance of future payment as a condition of continuing Service. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

- 6. **WARRANTIES.** EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS

ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

7. EQUIPMENT AND SOFTWARE

7.1 Third-Party Equipment or Software. Customer is responsible for any items not provided by Sprint (including, but not limited to, equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, Customer promptly will cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of Sprint's network by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where practical. At Customer's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

7.2 Software License

A. Licensing Requirements. Where software is provided with a Product or Service, 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 Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Sprint's software vendors are provided by Sprint, posted at the Rates and Conditions Website or are otherwise provided to Customer through click or shrinkwrap agreements.** Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

B. Prohibitions. Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer agrees not to reverse engineer, decompile, modify or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of the Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under the Agreement.

7.3 Title to Equipment. Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to Customer under the Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Sprint-provided equipment (excluding equipment sold to Customer under the Agreement) to Sprint.

8. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to Customer's written consent with respect to each use, Sprint may use the Customer's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Sprint.

9. CUSTOMER RESPONSIBILITIES

9.1 Installation. Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products and Services. Customer is responsible for damage to Sprint-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Sprint.

9.2 Use of Products and Services

A. Acceptable Use Policy. If Customer purchases Products or Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.

B. Abuse and Fraud. Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. Customer will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

C. Resale. Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in the Agreement. Customer may not resell or lease wireless Products and Services. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.

- D. **Traffic Pumping/Access Stimulation.** If Customer's traffic patterns, routing protocols or network configuration generate access costs to Sprint that meet or exceed the revenues received from Customer, Sprint reserves the right, upon notice to Customer, to immediately suspend or terminate Services to Customer and Customer will be liable for charges incurred prior to termination, including any adjusted access charges.
- E. **Agency Relationship.** In countries where Sprint does not hold regulatory authority to provide the Services, Customer appoints Sprint as its agent to obtain, on Customer's behalf from authorized providers, the required services and associated equipment in accordance with the applicable Order. Except to perform its duties in accordance with the applicable Order, Sprint, as Customer's agent pursuant to this section, will not make any representation or incur any liability for Customer.

10. CONFIDENTIAL INFORMATION

10.1 Definitions

- A. "Confidential Information" means nonpublic information (i) about the Discloser's business, (ii) given to the Recipient in any tangible or intangible form for Recipient's use in connection with the Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (iii) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes, but is not limited to: trade secrets; financial information; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations and proposals.
- B. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

10.2 Nondisclosure. Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until 2 years after the Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose the Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) a separate service agreement with Sprint containing nondisclosure obligations or (b) a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

10.3 Injunction. The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under the Agreement will not raise the defense of an adequate remedy at law.

10.4 Customer Proprietary Network Information. As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.

10.5 Privacy. Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

11. LIMITATIONS OF LIABILITY

11.1 Direct Damages. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligence or willful misconduct; or (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. Customer's payment obligations, liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.

- 11.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 11.3 Unauthorized Access/Hacking.** Sprint is not responsible for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment.
- 11.4 Content.** Sprint is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint.

12. INDEMNIFICATION

- 12.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising directly from the performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- 12.2 Customer Indemnification.** Customer will indemnify and defend Sprint, Sprint's directors, officers, employees, agents and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:
- A. Customer's failure to obtain permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide the Products or Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business;
 - B. Customer's transmission of, or transmissions by those authorized by Customer to use the Services of, information, data or messages over the Sprint network, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, or invasion or alteration of private records or data; or (B) based on the transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
 - C. Customer's breach of the licensing requirements in the Software License section;
 - D. Customer's failure to comply with any provision of the Use of Products and Services section;
 - E. Customer's infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or
 - F. Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.
- 12.3 Sprint Indemnification.** Sprint will indemnify and defend Customer, Customer's directors, officers, employees, agents and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided or requested by Customer, or (ii) Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement. For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its option, either:
- A. at Sprint's expense, procure the right for Customer to continue using the Services;
 - B. at Sprint's expense, replace or modify the Services with comparable Services; or
 - C. terminate the Services.
- 12.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must (i) give the other party timely written notice of the claim (unless the other party already has notice of the claim), (ii) give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement, and (iii) not, by any act, admission or acknowledgment, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
- 12.5 Exclusive Remedies.** The provisions of this Indemnification section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to any of the claims identified in this section.

13. TERMINATION

13.1 Sprint Right to Suspend or Terminate

- A. Sprint may suspend or terminate Products or Services or the Agreement immediately if:
- (1) Customer fails to cure its default of the payment terms of the Agreement;
 - (2) Customer fails to cure any other material breach of the Agreement within 30 days after receiving Sprint's written notice;
 - (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services;
 - (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under the Agreement; or
 - (5) Customer fails to comply with the resell restrictions and prohibitions contained in the Agreement..
- B. If Sprint terminates the Agreement under this Sprint Right to Suspend or Terminate section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination and shortfall liabilities.

13.2 Customer Right to Terminate

- A. **Material Failure.** Customer may terminate a Product or Service without early termination liability upon Sprint's receipt of Customer's written notice to terminate after the cure period if:
- (1) Sprint materially fails to provide the Product or Service,
 - (2) Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice,
 - (3) Sprint fails to cure the material failure within the 30-day cure period, and
 - (4) Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service.

Sprint's material failure does not include a failure caused by Customer or a Force Majeure Event.

- B. **Termination for Convenience.** Customer may terminate the Agreement during the Term by providing 30 days' written notice to Sprint. In the case of such Termination for Convenience, Customer will be liable for all charges incurred up to and including the date of termination as well as early termination liabilities, any applicable shortfall liabilities and other applicable charges and fees as set forth in the Agreement

13.3 Order Terms for Wireline Products and Services

- A. **Calculation of Early Order Term Termination Liability.** Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," "Access Term Plan," or similar language, as listed in the applicable pricing attachment. If Customer terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), or if Sprint terminates an Order under a termination right provided to Sprint under the Agreement, then Customer will pay the following early termination charges, which represent Sprint's reasonable liquidated damages and not a penalty:

- (1) **Access Orders.** A lump sum equal to (a) the applicable monthly charges for any DS3 or greater dedicated access or any level of Ethernet access, multiplied by the number of months remaining in the Order Term, plus (b) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term;
- (2) **General Liability.** A lump sum equal to (a) the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the applicable monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term, less (d) amounts paid, if any, for early termination of either Ethernet or DS3 or greater bandwidth access under subsection (1) above; and
- (3) **Third Party Liability.** Any liabilities imposed on Sprint by third parties, such as a Local Exchange Carrier ("LEC") or PTT, as a result of Customer's early termination.

- B. **Waiver of Order Term Liabilities.** Upon prior approval of Sprint, Customer will not be liable for the early termination charges in the Calculation of Early Order Term Termination Liability section above, if Customer orders another Service of the same or greater monthly price with an Order Term no less than the remaining months in the initial Order Term (or one year, whichever is greater) at the same time Customer provides Sprint with the termination notice. Such approval will be in Sprint's reasonable discretion and based upon financial and other business considerations.

- 13.4 **Disconnect Notice.** For any disconnect to be effective, Customer must provide required written information through our online form at <http://www.sprintbiz.com/forms/disconnect.html>. Failure to provide required disconnect information may result in Sprint's revocation of connecting facility assignments from Sprint to the LEC and the Customer will be liable for any resulting usage and/or access charges. For Domestic Services, Sprint will have up to 30 days from the date the

online form is completed to complete disconnection. For non-Domestic Services, Sprint may require a longer period to complete disconnection, and Customer will be responsible for charges through the last to occur of the 60th day after Sprint receives the completed disconnect form, or the date Customer stops using the Services.

14. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

15. DEFINITIONS

15.1 "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purposes of these Standard Terms and Conditions, Clearwire Corporation is not included as an Affiliate of Sprint.

15.2 "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges. Unless defined otherwise in the Agreement, the Term begins on the Commencement Date.

15.3 "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Tariffs, Schedules, or Product-specific Terms.

15.4 "Effective Date" is the date the last party signs the Agreement.

15.5 "Order" or "Purchase Order" means a written, electronic or verbal order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer's written acknowledgment, or use, of Products or Services. "Order Term" is the term designated for an individual Order.

15.6 "Preferred Pay Program" provides a discount to Sprint customers for remitting payment using cash, check or electronic funds transfer. Customer must contact its assigned Sprint representative for further information, including eligibility requirements.

15.7 "Product(s)" includes equipment, software, hardware, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.

15.8 "Product-specific Terms" refers to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into the Agreement as of the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.

15.9 "Schedule(s)" are the terms and conditions governing Sprint's provision of certain intrastate, interstate and international interexchange Services. Schedules are subject to change during the Term under the rules and authority of the FCC and the relevant regulatory agencies. Schedules are posted on the Rates and Conditions Website.

15.10 "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and professional services provided to Customer by or through Sprint under the Agreement, excluding Products.

15.11 "Sprint Wireless Recycling Program" provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint or Nextel wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to Sprint.com/recycle.

15.12 "Tariffs" means the Sprint competitive LEC or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies. If, during the Term, Sprint entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Tariffs are posted on the Rates and Conditions Website.

16. MISCELLANEOUS

16.1 Compliance with Law. Each party agrees that it will comply with all applicable laws in performance of its obligations under the Agreement.

16.2 Independent Contractor. Sprint provides Products and Services to Customer as an independent contractor. The Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates.

- 16.3 No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 16.4 No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 16.5 Governing Law.** The Agreement will be governed by the laws of Kansas, without regard to its choice of law principles. The English version of the Agreement will prevail over any foreign language versions.
- 16.6 Dispute Resolution**
 - A. Jury Trial Waiver.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to the Agreement or an Order. This subsection survives the termination of the Agreement.
 - B. Arbitration.** If the parties mutually agree, any dispute arising out of or relating to the Agreement may be finally settled by arbitration, including claims relating to the negotiations and the inducement to enter into the Agreement. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in the Kansas City, MO metropolitan area. If the dispute relates to Sprint's provision of non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration for disputes related to non-Domestic Products or Services is New York, NY, USA. No arbitration proceeding will include class action arbitration.
- 16.7 Assignment.** Customer may not assign any rights or obligations under the Agreement or any Order without Sprint's prior written consent, except that Customer may assign the Agreement, after 30 days' prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets.
- 16.8 Amendments/Alterations.** The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by both parties.
- 16.9 Notice.** Notices required under the Agreement must be submitted in writing to any address listed in the Agreement for the other party or, for notices to Customer, to the address Sprint uses for shipping or billing or as set forth in an Order. In the case of a dispute, notices also must be sent to:

Sprint
 Attn: VP – Legal Dept – Sales and Distribution
 Mailstop: KSOPHT0101-Z2525
 6391 Sprint Parkway
 Overland Park, KS 66251-2525

Customer

- 16.10 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 16.11 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by Sprint.
- 16.12 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 16.13 Entire Agreement.** The Agreement, including all referenced attachments, documents, annexes, Schedules, Tariffs, exhibits, and related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.