

## ANNEX 1 TO APPENDIX D WIRELESS SERVICES PRODUCT

The following terms and conditions, together with the Contract DIR-TSO-3432 (“Agreement”), govern Sprint’s provision and Customer’s use of wireless Products and Services. Except where noted in this Wireless Services Product Annex (“Annex”) or the Agreement, terms and conditions of this Annex apply to wireless Products and Services offered on the Sprint Networks and the Sprint 4G Network. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement. This Annex 1 to Appendix D is incorporated into the Contract entered into by Sprint and the Texas Department of Information Services (DIR) under Contract DIR-TSO-3432. The order of priority of documents as set forth in the DIR contract applies in the construction of the following terms and conditions.

### 1. BUSINESS PLAN FEATURES AND OPTIONS.

#### 1.1 Wireless Voice Features.

- A. **General.** Wireless voice Services are provided on the Sprint Networks. Wireless voice service areas and international coverage areas may change and are accessible through [www.sprint.com](http://www.sprint.com) or by contacting Customer’s Sprint Account Representative. Wireless voice Services are not available on the Sprint 4G Network.
- B. **Shared Minutes.** Customer must have a minimum of 2 Customer Lines in a Shared Minute group. All Customer Lines using the Shared Minutes option must subscribe to a Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Customer Line in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Customer Line’s additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Eligible Business Plans are available by contacting Customer’s Sprint Account Representative.
- C. **Sprint® Mobile-to-Mobile.** “Sprint Mobile-to-Mobile” means voice calls from one Active Unit on the Nationwide Sprint Network to another Active Unit on the Nationwide Sprint Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network between Sprint phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- D. **Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Customer Line on a Business Plan with Anytime Minutes and add up to 5 additional Customer Lines to that Business Plan. The Additional Lines for Pooling option is not available with all voice Business Plans. Eligible Business Plans are available by contacting Customer’s Sprint Account Representative.
- E. **Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes of use for Customer Lines on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

- #### 1.2 Wireless Data Features.
- Sprint provides wireless data solutions and Services over the Sprint Networks and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through [www.sprint.com/coverage](http://www.sprint.com/coverage) or by contacting Customer’s Sprint Account Representative. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Customer Lines will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Customer Lines will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. Access to the Sprint 3G Network or the Sprint 4G Network may require installation of separate software depending on the Product. Wireless high-speed data throughput rates may vary depending on Customer’s location at the time of use and other factors.

#### 1.3 Sprint® Direct Connect® Features.

- A. **General.** Sprint Direct Connect transmissions occur only between Sprint Direct Connect Devices. Sprint Direct Connect transmissions do not work simultaneously with a voice call from the same Product. Sprint Direct Connect service areas and international coverage areas may change and are accessible through [www.sprint.com](http://www.sprint.com) or by contacting Customer’s Sprint Account Representative. Sprint Direct Connect Services are not available on the Sprint 4G Network.
- B. **Direct Connect®.** All Sprint Direct Connect Devices are capable of making nationwide Direct Connect transmissions.
- C. **Group Connect®.** Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect

transmission. Group Connect is limited to 21 total participants (including the originator). Each group must consist entirely of Sprint Direct Connect Devices.

- D. International Direct Connect<sup>SM</sup>.** International Direct Connect is available for Sprint Direct Connect Devices subscribed to Direct Connect service. International Direct Connect service for Sprint Direct Connect Devices includes the ability to place and receive Sprint Direct Connect transmissions to eligible foreign carrier push-to-talk subscribers, determined by the number dialed, while the user is located within the 48 contiguous states of the United States and Hawaii.
- E. pdvConnect.** pdvConnect allows recorded messages to be initiated by making a phone call (or push-to-talk transmission where enabled) and sent to the recipient's e-mail address via embedded link or the recipient's mobile device via text message, including an access number. Alternatively, the recorded message and any additional information can be captured in a pdvConnect message authority where it is time-stamped and can be accessed in near real time via a secure web portal that includes a virtual dispatch console for processing, storing, transcribing, forwarding, and handling the messages, and further communicating with Customer's mobile workers as necessary.
- F. TeamDC<sup>SM</sup>.** TeamDC allows up to 200 nationwide group members (including the group creator), all using Sprint Direct Connect Devices, to participate in a Sprint Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission. More information on TeamDC capabilities is available by contacting Customer's Sprint Account Representative.
- G. Call Alert.** Call Alert allows a Sprint Direct Connect user to send a repeating alert to notify another Sprint Direct Connect user that the user would like to communicate. Users of Sprint Direct Connect Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.
- H. DC Permissions.** DC Permissions allow a Sprint Direct Connect user to block/allow Sprint Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Direct Connect Devices.
- I. SMS Messaging.** Sprint Direct Connect users with Sprint Direct Connect Devices may be prompted to send a text or voice SMS message when a Sprint Direct Connect transmission is blocked (e.g., the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Sprint Direct Connect transmissions between two Sprint Direct Connect Devices when the recipient uses a single number for voice calls and Sprint Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

**1.4 Roaming.** Customer Lines must primarily be used for Domestic purposes within the coverage area of the Nationwide Sprint Network. As used herein, "Domestic" means use in the 50 United States, U.S. Virgin Islands and Puerto Rico. Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones or to users who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate Service if a Customer Line user moves outside of the area covered by the Nationwide Sprint Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Customer Line if Roaming in a given month exceeds: (A) voice: (i) 800 minutes or (ii) a majority of minutes; or (B) data: (i) 100 megabytes, or (ii) a majority of kilobytes, unless otherwise specified in a Business Plan. Customer Lines on "unlimited" Business Plans will be subject to these Roaming limitations. More information on Roaming limitations is available by contacting Customer's Sprint Account Representative. International calling, including in Canada, Mexico, and Guam, is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit [www.sprint.com/coverage](http://www.sprint.com/coverage) for details. Wireless performance while Roaming may be different than the wireless performance of the Sprint Networks or the Sprint 4G Network.

**1.5 Modification.** Sprint may modify terms and features of, or expire, a wireless Business Plan or Business Plan add-on, with written notice to Customer.

## **2. CHARGES, FEES AND CREDITS.**

**2.1 Monthly Recurring Charges.** Sprint will bill Customer for Wireless Services based on the MRC for the selected Business Plan in accordance with Contract DIR-TSO-3432. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan. Notwithstanding the foregoing, if Customer purchases Sprint 4G Services on a non-recurring charge basis (i.e., Customer pays a one-time charge for use of Sprint 4G Services for a limited time), Customer will be subject to the terms and conditions provided to Customer at the time of purchase.

## 2.2 Usage Charges.

### A. Wireless Voice Usage.

- (1) **General.** Outgoing call usage is calculated from the time Customer initiates contact with the Sprint Networks until the connection to the Sprint Networks is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that Customer does not answer or that enter Customer's voicemail. For each successful call, Customer will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next second or next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the call start time. Call start times will be determined based on the location of the Sprint Network equipment providing Wireless Service and not the location of Customer's device or the device's area code (if applicable).
- (2) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.
- (3) **Mobile Termination Charges.** Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges in accordance with the Appendix C Pricing of Contract DIR-TSO-3432.

### B. Wireless Data Usage.

- (1) **General.** Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is calculated on a per kilobyte, megabyte or gigabyte basis (depending on the Business Plan), and is rounded up to the next whole kilobyte, megabyte or gigabyte. Rounding of data usage occurs every 2 clock hours for a continuous connection, or at the end of each separate session that is initiated and terminated within the 2 hour block, at which time Sprint deducts accumulated usage from the Business Plan and assesses overage or casual usage charges, if applicable. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's invoice will not separately identify the number of kilobytes, megabytes or gigabytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network. Except in connection with a Sprint Mobile Hotspot add-on or a Business Plan that includes Sprint Mobile Hotspot, Customer may not use a phone as a wired or wireless modem in connection with a computer, PDA, or similar device.
- (2) **Text and Numeric Messaging.** Unless Customer has purchased a quantity of messages at a fixed MRC, Sprint will charge Customer on a per message basis for text and numeric messaging in accordance with Contract DIR-TSO-3432. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity and for all text and numeric messages while Roaming internationally in accordance with Contract DIR-TSO-3432. SMS messaging is not available on the Sprint 4G Network.
- (3) **[Intentionally Omitted]**

### C. Sprint Direct Connect Usage.

- (1) **Sprint Direct Connect Transmissions.**
  - (a) A Sprint Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e.,

when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Sprint Direct Connect transmissions. After 6 seconds, Sprint Direct Connect airtime on a Sprint Direct Connect Device is rounded up to the next second for each transmission.

- (b) Airtime charges for Sprint Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.
- (c) For Sprint Direct Connect Devices, Direct Connect, International Direct Connect, Group Connect, pdvConnect, and TeamDC minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the Business Plan add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

(2) **Sprint Direct Connect Call Alert Transmissions.** Sprint does not charge for sending or receiving Call Alerts or Call Alerts with text. A user will initiate a new push-to-talk transmission by responding to a Call Alert or a Call Alert with text even if responding within 6 seconds of receiving the alert.

D. **Roaming Charges.** Voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage, unless Roaming is included in Customer's Sprint Business Plan. Domestic Roaming voice rates will be set out in Customer's pricing attachment. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through [www.sprint.com/international](http://www.sprint.com/international) or by contacting Customer's Sprint Account Representative. Usage initiated near country borders may be carried by a cell site in a neighboring country and billed at that country's rates. There may be delays in invoicing Roaming charges due to the practices of the Roaming service provider.

### 2.3 [Intentionally Omitted]

2.4 **Reactivation.** If Sprint terminates Service to a Customer Line as permitted under the Contract DIR-TSO-3432 or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit.

### 2.5 [Intentionally Omitted]

2.6 **Credits for Redialed Calls.** Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Customer Line that is: (A) placed while in an area covered by the Sprint Networks, (B) disconnected due to limitations of the Sprint Networks, and (C) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

2.7 **Limitations Period.** Sprint will use commercially reasonable efforts to invoice Customer for (A) Sprint-provided wireless Products and Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Products and Services, and (B) third party-provided wireless Products and Services, including non-Domestic wireless Services, within 180 days of the date Sprint receives an invoice from the third party provider. If Sprint fails to invoice Customer for wireless Products or Services before expiration of the applicable 180 days, Customer will not be required to pay those charges. Customer must notify Sprint in writing of any billing dispute about wireless Products or Services within 180 days of the applicable invoice date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges.

## 3. BILLING.

3.1 **Invoicing.** Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses through wireless Products. Customer is responsible for all charges for wireless Products and Services associated with each Customer Line. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.

3.2 **Account Changes.** Customer-requested changes to Business Plans, Business Plan add-ons or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, including cancellation of Business Plan add-ons, Sprint will bill Customer for the entire bill cycle in which Wireless Service was cancelled; provided that, for Business Plan add-on cancellations, if the Customer cancels before the end of the first bill cycle, then Sprint will bill Customer for a minimum of one month from the effective date of the Business Plan add-on. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.

#### 4. PROVISIONING AND RETURNS FOR SPRINT-PROVIDED PRODUCTS.

- 4.1 Shipping.** Sprint will ship wireless Products to the delivery location specified in Customer's Order. Risk of loss to the wireless Products passes to Customer upon the Products' arrival at the delivery location. Sprint may charge a shipping fee to Customer in accordance with Contract DIR-TSO-3432 based on the number and type of wireless Products and the shipping method used. Title to the wireless Products will pass to Customer upon Sprint's receipt of payment in full for the Products.
- 4.2 Nonconforming Products.** Customer must return nonconforming wireless Products in accordance with Sprint's return policy or Customer will be deemed to have accepted the Products. Customer may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.
- 4.3 Returns.** For details on Sprint's return policy, please visit [sprint.com/returns](http://sprint.com/returns). Sprint may change its return policy from time-to-time without notice, provided that Customer will have a minimum of 30 days to return wireless Products.
- 4.4 Cold Device Policy.** If Customer receives a subsidy or discount off of the Manufacturer's Suggested Retail Price (MSRP) for any Sprint-provided wireless Product purchased under Customer's Sprint business account, then Customer must (A) activate the Product on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the Product, and (B) keep the Product activated on its account for a minimum of 60 days. If Customer fails to comply with these requirements, and does not return the Product to Sprint within 60 days of the date Sprint ships the Product, then Sprint reserves the right to invoice Customer for the amount of the subsidy or discount.
- 4.5 Sprint Wireless Recycling Program.** The Sprint Wireless Recycling Program provides two options for recycling used wireless Products, including accessories: (A) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint wireless Products, and (B) the Sprint project connect program accepts any wireless Product and uses the net proceeds that result from those Products 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 Products eligible for the Sprint buyback program, go to [Sprint.com/recycle](http://Sprint.com/recycle).

#### 5. [Intentionally Omitted]

#### 6. WIRELESS PRODUCTS AND SERVICES POLICIES.

- 6.1 Lost or Stolen Wireless Product Policy.** If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all Wireless Service usage charges associated with the Product before Customer notifies Sprint of the loss or theft. Customer will remain liable for any MRCs associated with the wireless Service on the wireless Product up to the point Customer notifies Sprint of the alleged loss or theft. A lost or stolen wireless Product remains subject to the applicable Minimum Service Term if Customer chooses to terminate Wireless Service as a result of loss or theft of the wireless Product. Customer will cooperate with Sprint in the investigation of the incident. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating Wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.
- 6.2 Fraud Policy.** Sprint will notify Customer, and Customer will notify Sprint's Customer Care department promptly, of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- 6.3 Location Based Services.** If Customer downloads or accesses Location Based Services through wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its Employees using Customer Lines upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 *et seq.*) and any other applicable laws. Location Based Services are not available on the Sprint 4G Network.
- 6.4 Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, Business Plan add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.

- 6.5 Product Content.** Customer's Products may contain sensitive or personal information. Sprint is not responsible for any information on Customer's Products, including sensitive or personal information. Customer should remove or otherwise safeguard any sensitive or personal information when Customer relinquishes, exchanges, returns, or recycles a Product. If Customer exchanges, returns, or recycles Products through Sprint, Customer must remove all data from Products before providing them to Sprint.
- 6.6 Network Access.** Sprint may refuse activation, or block access to the Sprint Networks or the Sprint 4G Network, for wireless Products that are incompatible with the Sprint Networks or the Sprint 4G Network or for any reason that protects the interests of Sprint's customers or the Sprint Networks or the Sprint 4G Network, including, but not limited to, for wireless Products that are lost or stolen, or that have been terminated or suspended for nonpayment.
- 6.7 Network Management and Performance.** Information on Sprint's network management tools, policies and other related information is available at [www.sprint.com/networkmanagement](http://www.sprint.com/networkmanagement).

## 7. WIRELESS SERVICE LIMITATIONS.

- 7.1 Telephone Numbers and Portability.** Sprint may change the telephone number assigned to each Customer Line with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any phone number, identification number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase or lease wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful. If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period to receive a credit, and Customer will lose any discounts or service credits provided with a returned Sprint wireless Product or cancelled Wireless Service.
- 7.2 TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY-capable wireless Product should not be relied on for 911 calls.
- 7.3 Pay-Per-Call Services.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.
- 7.4 International Call Blocking.** Sprint will block international calling capability unless Customer expressly requests such capability for a Customer Line.
- 7.5 Caller ID.** Caller identification information may not be available for all incoming calls.
- 7.6 911 or Other Emergency Calls.**
  - A. General.** For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Customer should always be prepared to report precise location information to emergency responders. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.
  - B. Wi-Fi Calling.** 911 service through Wi-Fi calling may not be available or may be limited compared to traditional 911 service due to a number of circumstances including, but not limited to, relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information and/or other technical problems.
  - C. Text-to-911.** Customer should always attempt to call 911 when possible in an emergency situation. Where available, text-to-911 service may allow standard SMS text message communication with a 911 operator. Precise location information will not be automatically provided to the 911 operator with a text-to-911 message. Delivery or receipt of text-to-911 messages is not guaranteed and messages may fail, be delayed or be out of sequence. Text-to-911 is only available in certain limited areas where it has been requested and implemented by local public safety officials. The service is not available when Roaming and may be limited or unavailable

by a number of circumstances, including, but not limited to: wireless network coverage, network congestion, power outages, the 911 operator's ability to receive and respond to text messages, and/or other technical limitations.

- D. **Call Blocking.** If Customer chooses inbound call blocking, inbound call blocking will be removed for 24 hours after a Customer Line dials 911 to allow for public safety to place a call-back to Customer. Other inbound calls will be allowed for this time period. In the event a 911 call is dropped or disconnected, public safety may not be able to place a call-back to Customer. Removing inbound call blocking requires processing time. Sprint will make a good faith effort to complete the removal of inbound blocking, and will cooperate with public safety to remove inbound call blocking upon request. Call blocking will be restored after the 24-hour period. Customer will not be notified when the block is removed or reinstated as a result of a call to 911.

**7.7 Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages. Actual performance may vary, and no minimum speed is guaranteed. Wireless data Services are not currently available in certain portions of select market areas within the Sprint Networks. Customer may not be able to make or receive voice calls while using data Services. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages. Certain third party Applications may access, collect, use, or disclose Customer's personal information or require Sprint to disclose Customer's personal information to the Application provider or a designated third party. If Customer accesses, uses, or authorizes third party Applications through data Services, Customer authorizes Sprint to provide information related to Customer's use of the Services or the Application(s) to the third party provider. Customer acknowledges that use of third party Applications is subject to the third party's terms, conditions and policies, including its privacy policy.

#### **7.8 Prohibited Network Uses.**

- A. **General.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation.

- (1) **Examples of Prohibited Voice Uses.** Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.

- (2) **Examples of Prohibited Data Uses.** Sprint wireless data Services are intended to be used for web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user.

- B. **Unlimited Use Business Plans.** Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the Prohibited Network Uses in this section. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.

**7.9 Compatibility of Wireless Products and Services.** Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones may have a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. Information and eligibility requirements for obtaining the software program lock code for Customer's Sprint phones that have a software programming lock are accessible through [www.sprint.com](http://www.sprint.com) or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products, features or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product, feature or Application.

**7.10 Sprint Service Provider Affiliate Market Limitations.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, add-ons and Products are not available or are modified in Sprint Service Provider Affiliate Markets.

Notwithstanding anything to the contrary in this Attachment, Sprint reserves the right, with 30 days' prior written notice, to (i) port any Active Unit activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (ii) terminate Services to such Active Units with no additional termination penalties.

**7.11 Sprint 4G Disclosures.** Unless otherwise noted in materials related to the device, (A) a Sprint 4G WiMax Device will not operate on the Sprint 4G LTE Network and (B) a Sprint 4G LTE Device will not operate on the Sprint 4G (WiMax) Network. The Sprint 4G (WiMax) Network and the Sprint 4G LTE Network support different devices and have different coverage areas and different performance levels. For further details, contact Customer's Sprint Account Representative.

**7.12 Shutdown of the Sprint 4G (WiMax) Network. Sprint will cease operating the Sprint 4G (WiMax) Network on or after November 6, 2015 ("WiMax Shutdown Date").** On the WiMax Shutdown Date, single-mode Sprint 4G WiMax Devices will cease functioning. However, dual-mode Sprint 4G WiMax Devices will continue to function on the Sprint 3G Network and tri-mode Sprint 4G WiMax Devices will continue to function on the Sprint 3G Network and the Sprint 4G LTE Network. As of the WiMax Shutdown Date, the terms and conditions of the Agreement related to the Services provided via the Sprint 4G (WiMax) Network will no longer be applicable, and any in-building solutions (formerly known as Custom Network Solutions or "CNS") utilizing the Sprint 4G (WiMax) Network will stop working.

## **8. NETWORK COVERAGE; LIMITATION OF LIABILITY FOR WIRELESS SERVICE PROBLEMS AND PRODUCT FAILURES.**

**8.1 Network Coverage; Service Speeds.** Sprint coverage maps are available at Sprint authorized retail locations and at [www.sprint.com](http://www.sprint.com). The specific network coverage Customer gets will depend on the radio transmissions Customer's device can pick up and Services Customer has chosen. Sprint coverage maps provide high-level estimates of Sprint coverage areas when using Services outdoors under optimal conditions. Coverage is not available everywhere. Coverage and Service speeds are not guaranteed. Network coverage, capacity or density is subject to change at Sprint's discretion without notice. Service speeds may depend on the Service purchased. Actual speeds will vary. Estimating wireless coverage, signal strength, and Service speed is not an exact science. There are gaps in coverage within Sprint estimated coverage areas that – along with other factors both within and beyond Sprint's control (e.g., network problems, network or Internet congestion, software, signal strength, Customer's device, structures, buildings, weather, geography, topography, server speeds of the websites Customer accesses, actions of third parties, etc.) – may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and Location Based Services, depend on Customer's device's ability to acquire satellite signals (typically not available indoors) and network coverage. While Customer's device is receiving a software update, Customer may be unable to use the device in any manner until the software update is complete.

**8.2 Limitation of Liability for Wireless Service Problems and Product Failures.** Sprint is not liable for (A) coverage and Wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control ; (B) interruption and unavailability of Wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of Wireless Services; or (C) outages or Wireless Service disruptions occurring as a result of a public safety emergency. Sprint's maximum liability for any loss or damage arising out of a Wireless Service outage due to a reason other than those outlined in subparts (A) through (C) above, or Sprint-provided wireless Product failure, is limited to: (i) a prorated portion of the applicable MRC based on the time period Wireless Services are not available, and (ii) a refund of (x) the net purchase price of, or (y) the sum of all payments made by Customer under a lease agreement for, the affected Sprint-provided wireless Products. Sprint is not liable for the failure of any wireless Products that were not provided by or through Sprint.

## **9. DEFINITIONS.**

**9.1 "Active Unit"** means an active piece of wireless Product.

**9.2 "Anytime Minutes"** means the voice minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.

**9.3 "Applications"** include email, and data, information and other wireless Internet services.

**9.4 "Business Plans"** means Sprint wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.

**9.5 "Customer Line" or "Corporate-Liable Active Unit"** means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially responsible.

**9.6 "Domestic"** means the 50 states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service.

- 9.7 **“Domestic Roaming”** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 9.8 **“Employee”** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person’s gross pay.
- 9.9 **“Employee Line”** or **“Individual-Liable Active Unit”** means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 9.10 **“Location Based Service”** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 9.11 **“MRC”** means monthly recurring charge.
- 9.12 **“Nationwide Sprint Network”** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 9.13 **“Nights and Weekends”** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **“Nights and Weekends at 6pm”** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **“Nights and Weekends at 7pm”** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m.
- 9.14 **“Product(s)”** is defined in the Agreement, but for purposes of this Annex, **“Product(s)”** also includes, if applicable, Customer-provided wireless devices that are used on the Sprint Networks and the Sprint 4G Network.
- 9.15 **“Roaming”** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 9.16 **“Smartphone”** is a wireless Product designated by Sprint as a Smartphone, with an advanced operating system, that offers more advanced computing ability and connectivity than a traditional feature phone.
- 9.17 **“Sprint 3G Network”** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 9.18 **“Sprint 4G LTE Device”** means a wireless Product that is capable of operating on the Sprint 4G LTE Network.
- 9.19 **“Sprint 4G LTE Network”** means a wireless network based on the standards for LTE developed by the 3<sup>rd</sup> Generation Partnership Project (3GPP), or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.20 **“Sprint 4G Network”** means a wideband OFDM technology that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners. References to the **“Sprint 4G Network”** include the Sprint 4G LTE Network, the Sprint 4G (WiMax) Network and/or successor networks, as applicable.
- 9.21 **“Sprint 4G Services”** means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.
- 9.22 **“Sprint 4G WiMax Device”** means a wireless Product that is capable of operating on the Sprint 4G (WiMax) Network.
- 9.23 **“Sprint 4G (WiMax) Network”** means a wireless network based on the 802.16 series of standards developed by the IEEE 802 LAN/MAN Standards Committee, or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners, and that ceased operating on or around November 6, 2015.
- 9.24 **“Sprint Direct Connect Device”** means a Product that uses the Sprint 3G Network for Sprint Direct Connect service.
- 9.25 **“Sprint Networks”** includes the Nationwide Sprint Network and the Sprint 3G Network.
- 9.26 **“Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the **“Sprint”** service marks or any other service marks subsequently used by Sprint. **“Sprint Service Provider Affiliate Market”** means the regions of the United States covered by Sprint Service Provider Affiliates.
- 9.27 **“Sprint Services”** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Sprint Networks using CDMA technology.
- 9.28 **“Wireless Services”** includes Sprint Services and Sprint 4G Services.