

**ANNEX 5 TO APPENDIX D
SCHOOLS AND LIBRARIES FUNDING PROGRAM**

Sprint and Customer are entering into the following Schools and Libraries Funding Program Annex (“Annex”), together with the Contract DIR-TSO-3432 (“Agreement”) for the provision of certain telecommunications services (“Services”) and related equipment (“Products”). The Services and Products may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 (“E-Rate Program”) and administered by the Universal Service Administrative Company (“USAC”) or other administrative body designated by the Federal Communications Commission (“FCC”), or under state or local corollaries to the E-Rate Program (collectively, “Support”).

TERMS AND CONDITIONS

COMMENCEMENT DATE OF SERVICES. This Annex is an integral part of the Agreement and is binding when acknowledged by Customer or once Customer receives Services and Products. The E-Rate Funding Term is a 12-month period (“E-Rate Term”) beginning on July 1st and ending on June 30th of the applicable E-Rate Program year (“E-Rate Funding Year”). The “Commencement Date” will be the first day of the first billing month after Sprint receives USAC’s Funding Commitment Decision Letter (“FCDL”). In no event will the Commencement Date be earlier than **July 1** of the applicable E-Rate Funding Year. If the Customer is purchasing new Products and Services from Sprint, Sprint will not fulfill such orders until Sprint is in receipt of the FCDL. For Customer’s with existing Services, Sprint, upon written notice to Customer, reserves the right to suspend Services if the FCDL is not received by **September 30** of the applicable E-Rate Funding Year. Customer agrees it will be responsible for payment for Services and Products provided by Sprint through Contract DIR-TSO-3432 and for any amounts not covered by Support, irrespective of the availability of Support.

1. APPLICATIONS FOR SUPPORT. Following execution of the Agreement, Customer will take the following steps to request Support depending on the source of such funds.

- A. **USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Services. For Services provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide Sprint with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by Sprint. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Services.
- B. **OTHER FUNDING SOURCES.** If desired, Customer will take all necessary steps to request Support from state or local corollaries to the E-Rate Program (“Other Funding Sources”). Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to Sprint. Customer will abide by all Other Funding Source rules and obligations for receipt of Support.

2. RECEIPT OF SUPPORT.

- A. **USAC.** Customer will pay, in full, all invoices issued by Sprint prior to Sprint’s receipt of notification from USAC of Customer’s Form 486 filing and Sprint’s receipt of the service worksheet. Upon notification, Sprint will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Services delivered, and Sprint worksheet delineating the associated accounts. Sprint may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC’s funding year. Sprint may apply a credit to Customer’s account or provide Customer with a check corresponding to USAC’s Support commitment as calculated after providing Services.
- B. **OTHER FUNDING SOURCES.** Customer will pay, in full, all invoices issued by Sprint prior to Sprint’s receipt of notification from the Other Funding Source acknowledging Customer’s receipt of Services. Upon notification, Sprint will apply discounts or reimburse Customer for Services delivered under the terms of the Agreement and corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. Sprint may apply a credit to Customer’s account or provide Customer with a check corresponding to the Other Funding Source’s Support commitment as calculated after providing Services.

3. CERTIFICATION OF AVAILABILITY OF FUNDS/FAILURE TO OBTAIN SUPPORT.

- A. **RESPONSIBILITY.** While Sprint will use commercially reasonable efforts to assist Customer in requesting Support, Sprint is not responsible for Customer’s compliance with FCC, USAC or Other Funding Source rules and regulations, Customer’s applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer. Customer accepts full responsibility for the charges for all services and equipment provided by Sprint pursuant to the Agreement, including all charges not covered by E-Rate Support. In the event that requested E-Rate Support is denied or adjusted during Program Integrity Assurance (PIA) or other pre-commitment review, or is interrupted or rescinded as a result

of any post-commitment review or audit of any E-Rate Program services (whether provided by Sprint or any other service provider), Customer agrees to remit payment of any outstanding balance due, not to exceed the then current price of services stated in Appendix C Pricing of Contract DIR-TSO-3432, to Sprint within 30 days of receipt of the funding decision notification from USAC or within 30 days of the close of the funding year, whichever is sooner.

- B. **CUSTOMER ACKNOWLEDGEMENT.** Effective as of funding year **2015-16**, Customer acknowledges that E-Rate Support for certain services will be eliminated or reduced pursuant to the FCC's E-rate Modernization Order (Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, Report and Order and Further Notice of Proposed Rulemaking released July 23, 2014, and WC Docket No. 10-90, Second Report and Order and Order on Reconsideration released December 19, 2014), and the Funding Year 2015-16 Eligible Services List (Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order released October 28, 2014). Customer agrees to accept responsibility for payment of any such services, not to exceed the then current price of services stated in Appendix C Pricing of Contract DIR-TSO-3432, that are provided by Sprint but that are not eligible for E-Rate Support. Payment for services and equipment that are not E-Rate Program eligible will be due to Sprint in accordance with Contract DIR-TSO-3432.
4. **PRECEDENCE AND INTERPRETATION.** The terms and conditions of Contract DIR-TSO-3432 take precedence over all conflicting terms and conditions in this Annex. All other terms and conditions of the Agreement remain unchanged.