

**APPENDIX D of DIR Contract Number DIR-TSO-3432
CUSTOMER SERVICE TERMS**

- 1.1 Eligibility.** The terms and conditions of this Contract DIR-TSO-3432 (“Contract” or “Agreement”) outline and define customer eligibility for this agreement in accordance with the laws of the State of Texas.
- 1.2 Technology Evolution.**
- A.** In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Contract DIR-TSO-3432 to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology with approval from the Customer as to such migration as well as DIR approval to add new or replacement technology to Appendix C, Pricing; or (2) discontinue any Product, Service, Business Plan, network standard, or technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, Business Plan, network standard, or technology.
- B.** If Sprint takes any action set forth in subsection A above, Sprint will provide advance notice reasonably designed to inform each affected Customer and, as applicable DIR of such pending action. Sprint may provide written notice to any address listed in Customer Purchase Orders or any address Sprint uses for billing or as set forth in a Customer’s Purchase Order.
- 1.3 Fixed Rates and Percentage Discounts.** The rates and discounts identified in the pricing Attachments will remain fixed for the Term as set forth in Contract DIR-TSO-3432, Appendix A, Section 8. Pricing, Purchase Order, Invoices and Payments and Appendix C Pricing.
- 1.4 WARRANTIES.** Sprint warrants that all Services will be performed and delivered in good and workman-like manner and shall be consistent with accepted industry standards and best practices. Sprint will pass through to Customer all warranties available to Sprint for any Products acquired under Contract DIR-TSO-3432. Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer. EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS ARE PROVIDED “AS IS.” SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIALS, SERVICES, OR SOFTWARE EXCEPT TO THE EXTENT DIRECTLY PROVIDED BY THE MANUFACTURER TO CUSTOMER.
- 1.5 Acceptable Use Policy.** If Customer uses 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; provided however that Customer shall be entitled to terminate Purchase Order for convenience without termination fees if this policy substantially changes.
- 1.6 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 Contract DIR-TSO-3432. Customer may not resell or lease wireless Products and Services under this Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.
- 1.7 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.
- 1.8 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.
- 1.9 FOIA.** Sprint acknowledges that the Contract DIR-TSO-3432 and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively “FOIA”, including the Texas Public Information Act).

1.10 Sprint Disclaimers.

- A. Wireless Service Outages and Product Failures.** Sprint's maximum liability for any loss or damage arising out of a wireless Service outage or 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 the net purchase price of affected wireless Products.
- B. Unauthorized Access / Hacking.** Except to the extent specifically provided in Appendix A Section 10. Vendor Responsibilities, Subsection I. Security of Premises, Equipment, Data and Personnel, and in this present subsection, 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. Sprint agrees to secure, maintain, and operate its network transmission facilities in a manner that is based upon industry best practices, and in accordance with applicable laws and regulations, including applicable Privacy regulations.
- C. 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.
- D.** Except to the extent specifically provided in Contract DIR-TSO-3432 and Section 1.10A of Appendix A, Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from: Coverage and wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (i) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (ii) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (iii) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content; Customer's breach of the licensing requirements in the Software License section; Customer's failure to comply with any provision of the Use of Products and Services section.

1.11 Installation. For Products or Services requiring on-site installations, Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products or 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.

1.12 Title to Equipment. Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to Customer under this 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 this Agreement) to Sprint at Sprint's expense.

1.13 License Terms and Conditions. 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 in accordance with Contract DIR-TSO-3432, 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' terms and conditions are provided to Customer through click or shrinkwrap agreements pursuant to Contract DIR-TSO-3432. Sprint may notify, suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement, after providing customer with opportunity to cure any license compliance issue.

A. 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 will promptly cure the problem within the stated cure period in Sprint's written notification. Customer will continue to pay Sprint for Products and Services during such impairment and related cure period. If the impairment interferes with the use of the Sprint's network by Sprint or third parties, Sprint, with written notice to Customer, may suspend or disconnect the affected Products and Services. 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.

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 may not 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 this 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 Contract DIR-TSO-3432.

1.14 Permits, Licenses and Consents. Customer will obtain, all required permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.

1.15 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. Upon notification from Sprint, Customer will cooperate with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

1.16 Orders.

A. Rates. During the Term, for the Products and Services acquired under Contract DIR-TSO-3432. Customer will pay Sprint the rates and charges as set forth in Appendix C Pricing.

B. Issuance and Acceptance. Customer will ensure that only persons authorized by Customer will issue Orders under this Contract DIR-TSO-3432, and Customer is liable for all Orders issued under this 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 unless cancellation is in accordance with Contract DIR-TSO-3432. Sprint may reject or cancel an Order for any reason upon notifying Customer, 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. In accordance with Contract DIR-TSO-3432, the terms and conditions in any Customer-issued purchase order accepted by Sprint will have the force and effect agreed to in writing by Sprint.

1.17 Additional Terms.

A. Customer's use of Sprint Wireless Products or Services is also governed by the attached Annex 1 to Appendix D. In the event any terms or conditions of the Wireless Services Product Annex conflict with the terms and conditions of Contract DIR-TSO-3432, the terms and conditions of Contract DIR-TSO-3432 will prevail in all cases.

B. Customer's use of Sprint Machine-To-Machine Service is also governed by the attached Annex 2 to Appendix D. In the event any terms or conditions of the Machine-to-Machine Services Product Annex conflict with the terms and conditions of Contract DIR-TSO-3432, the terms and conditions of Contract DIR-TSO-3432 will prevail in all cases.

C. Customer's use of the Sprint Emergency Response Team Go-Kit shall be governed by the attached Annex 3 to Appendix D. In the event any terms or conditions of the ERT Go Kit Product Annex conflict with the terms and conditions of Contract DIR-TSO-3432, the terms and conditions of Contract DIR-TSO-3432 will prevail in all cases.

D. Customer's use of Sprint Data Link Service is also governed by the attached Annex 4 to Appendix D. In the event any terms or conditions of the Sprint Data Link Product Annex conflict with the terms and conditions of Contract DIR-TSO-3432, the terms and conditions of Contract DIR-TSO-3432 will prevail in all cases.

- E. Customers seeking funds through the Universal Service Schools and Libraries E-Rate Program are subject to the Schools and Libraries Funding Programs Annex attached as Annex 5 to Appendix D. In the event any terms or conditions of the Schools and Libraries Funding Programs Annex conflict with the terms and conditions of Contract DIR-TSO-3432, the terms and conditions of Contract DIR-TSO-3432 will prevail in all cases.
- F. Customer's use of Sprint MultiLine Service is also governed by the attached Annex 6 to Appendix D. In the event any terms or conditions of the Sprint MultiLine Services Product Annex conflict with the terms and conditions of Contract DIR-TSO-3432, the terms and conditions of Contract DIR-TSO-3432 will prevail in all cases.

1.18 Definitions.

- A. "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.
- B. "Commencement Date" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.
- C. "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 Product specific Terms.
- D. "Order" or "Purchase Order" means a written or electronic 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 acknowledgement, or use, of Products or Services.
- E. "Order Term" means the term designated for an individual Order.
- F. "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- G. "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services.
- H. "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 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.
- I. "Service(s)" means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.