

4G WIRELESS SERVICES PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement (“**Agreement**”), govern Sprint’s provision and Customer’s use of Sprint 4G Services. This 4G Wireless Services Product Annex (“**4G Annex**”) is intended to supplement, not replace, the Wireless Services Product Annex (“**Wireless Annex**”) attached or incorporated by reference into the Agreement. The Wireless Annex shall continue to be applicable to Sprint’s provision of wireless Products and Services, including 4G Products and Services; provided, however, that in the event of a conflict between this 4G Annex and the Wireless Annex, this 4G Annex shall control. Capitalized terms are defined in the Definitions section at the end of this 4G Annex if not otherwise defined in the Agreement or the Wireless Annex.

1. SPRINT 4G SERVICE FEATURES AND LIMITATIONS.

1.1 Wireless Data Features. Sprint provides wireless data solutions and Services over the Nationwide Sprint Network, the Sprint 3G Network and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through www.sprint.com/coverage or by contacting Customer’s Sprint Account Representative. When the Sprint 4G Network is available and Customer uses a dual mode Sprint EVDO/Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units 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. Single mode 4G-compatible devices will attempt to connect only with the Sprint 4G Network. Access to 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.

1.2 Unavailable Features. The following features are not available on the Sprint 4G Network:

- A. Wireless voice Services;
- B. Circuit-switched, modem-to-modem data calls;
- C. Nextel Services;
- D. Text and numeric messaging;
- E. Roaming; and
- F. Location Based Services.

2. CHARGES, USAGE AND POLICIES.

2.1 Charges. Sprint will bill Customer for Sprint 4G Services based on the MRC for the selected Business Plan. 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 Wireless Data Usage. 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 rounded up to the next whole kilobyte. Rounding occurs at the end of each separate session or each clock hour (at the top of each hour) if the session spans more than 1 clock hour. 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 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.

2.3 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, 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.

2.4 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 provided solely for purposes of 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: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) 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; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) 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; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 300 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the total data usage limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

B. Unlimited Use 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.

3. DEFINITIONS.

- 3.1 "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.
- 3.2 "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.
- 3.3 "Sprint 4G Network"** means a wideband OFDM technology, such as WiMax or LTE, or successor technologies that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 3.4 "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.
- 3.5 "Wireless Data Connection Device"** means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.