

CUSTOM NETWORK SOLUTIONS PRODUCT ANNEX

The following terms and conditions in this Custom Network Solutions Product Annex (“**CNS Annex**”), together with the applicable Sprint Custom Network Solutions Agreement or attachment to a Service Agreement (“**CNS Agreement**”), govern Sprint’s installation, operation, and maintenance of the CNS Equipment. If a conflict exists between the CNS Agreement or Customer’s Service Agreement and this CNS Annex, the terms and conditions in this CNS Annex will control. Capitalized terms not otherwise defined in this CNS Annex are as defined in the CNS Agreement.

1. Term Specific to Nextel National Network Portion of CNS Equipment. Regardless of any Term, Addendum Initial Term, or Addendum Renewal Term stated in the CNS Agreement or applicable Addendum, for any portion of an in-building solution deployment that enhances the provision of the Services from the Nextel National Network (“**Nextel Solution**”), the initial term begins on the Addendum Effective Date and expires 1 year later. Upon expiration, the Nextel Solution will automatically terminate and not enter into any renewal terms. If the Nextel Solution is terminated under this section, any remaining in-building solution deployment under the CNS Agreement and/or Addendum that enhances the provision of the Services from the Nationwide Sprint Network, the Sprint 3G Network, or the Sprint 4G Network will remain in effect until the applicable term is terminated or expires.

2. Parties’ Responsibilities

2.1 Notice to Vacate. Customer will give Sprint at least 90 days’ prior written notice of Customer’s intent to vacate Customer’s Property. Sprint will have no obligation to transfer, install, operate, or maintain the CNS Equipment at any Customer properties or premises. At any time after receiving notification of Customer’s intent to vacate Customer’s Property, Sprint will have the right to—and Sprint must—remove the CNS Equipment (except for cabling) from the Premises. Sprint will restore the Premises to substantially the same condition existing on the CNS Effective Date, except for ordinary wear and tear.

2.2 Reimbursement. Customer will reimburse Sprint for the reasonable costs necessary to repair or replace the CNS Equipment as a result of damage caused by Customer’s negligence or intentional acts or omissions.

2.3 Access to Premises. Customer will provide Sprint with escorted access to the Premises during Customer’s normal business hours, and at other times as mutually agreed by Customer and Sprint, as required by Sprint to install, operate, and maintain the CNS Equipment. Customer will provide Sprint with a contact telephone number to call 24 hours a day, 7 days a week, to arrange for emergency access to the Premises, and Customer will use commercially reasonable efforts to provide Sprint with prompt access to the CNS Equipment for emergency repairs. Customer will provide Sprint with prior written notice of all reasonable security procedures and requirements for access to the Premises that are relevant to Sprint’s installation, operation, and maintenance of the CNS Equipment.

2.4 Access to CNS Equipment. Customer will use commercially reasonable efforts to prevent unauthorized persons from accessing, altering, removing, tampering with, or attempting to repair the CNS Equipment, including any third party vendors or contractors Customer engages to perform work at the Premises.

2.5 Marketing. During the Initial Term, Addendum Initial Term, Renewal Terms, or Addendum Renewal Terms (as applicable) (collectively, the “**Term**” in this CNS Annex), Customer will allow Sprint to: (i) display at the Premises, “Enhanced Coverage Zone” window decals, or decals with similar messages, and (ii) reference Customer in case studies Sprint uses to market Sprint’s enhanced service coverage offerings. Additionally, Sprint and Customer will cooperate in good faith to develop other mutually acceptable marketing activities to promote Sprint’s products and services.

2.6 Installation, Operation, and Maintenance of CNS Equipment. Sprint will install, operate, and maintain the CNS Equipment in accordance with the CNS Agreement, the applicable CNS Annexes, and each Statement of Work, and in a manner that will not unreasonably disturb Customer’s occupancy.

2.7 Compliance. Sprint will comply with all applicable laws relating to its use of the Premises and with all reasonable security procedures and requirements for access to the Premises.

3. Insurance

3.1 Coverage. During the Term, Sprint and Customer each will maintain the following minimum insurance coverage:

3.1.1 General Liability Insurance (Broad Form Liability Endorsement) on an occurrence basis with a minimum combined single limit for Personal Injury, Property Loss and Damage, Contractual and Independent Contractor of not less than \$1,000,000 per occurrence. The policies for the General Liability insurance coverage will be primary and noncontributory to any similar insurance and/or self-insurance that each Party maintains and will name the other Party as an additional insured; and

3.1.2 Umbrella Form Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence and aggregate.

3.2 Requirements. All insurance policies will be issued by companies licensed or authorized to transact business in the state(s) where the Premises are located and that hold a current rating of not less than **A-, VII** according to A.M. Best. Upon request, each Party will provide the other Party with certificates of insurance or such other documentary evidence of insurance coverage, such as an Internet accessible Memorandum of Insurance. With regard to the policies, each Party will provide that the other Party be given not less than 30 days' prior written notice of any intended cancellation of the policies.

4. Buildout Allotment

4.1 If, as specified in an Addendum, additional capital funds are needed to complete an installation of CNS Equipment, then installation of the CNS Equipment at the Premises may be subject to an additional purchase commitment ("**Addendum Purchase Commitment**") in exchange for additional Buildout Allotment. Devices subject to an Addendum Purchase Commitment will not contribute to the Purchase Commitment.

4.2 In lieu of using the funds in the Buildout Allotment for the installation of CNS Equipment at certain locations, Customer—at its option—may provide the funds necessary for Sprint's purchase and installation of the CNS Equipment.

4.3 Use of the Buildout Allotment may not be available in Sprint Service Provider Affiliate Markets. "**Sprint Service Provider Affiliate Markets**" means the regions of the United States covered by Sprint Service Provider Affiliates. "**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.

5. License and Use. Customer grants Sprint a license to install, operate, maintain, and remove the CNS Equipment at the Premises identified in the CNS Agreement or respective Addendum. Customer agrees to provide Sprint with sufficient floor space as required for the proper installation of the CNS Equipment, as further described in each Statement of Work. Sprint, in its reasonable discretion, may replace, modify, upgrade, and remove the CNS Equipment consistent with its obligations in each Statement of Work. All rights granted to Sprint under the CNS Agreement are irrevocable until the CNS Agreement expires or is terminated and Sprint has been provided the opportunity to remove the CNS Equipment.

6. Title to CNS Equipment. Sprint retains sole ownership of the CNS Equipment and any other ancillary equipment. Customer will keep the CNS Equipment free and clear of any lien or encumbrance and will protect and defend Sprint's or Sprint's lender's legal title to the CNS Equipment should Customer subject the CNS Equipment to a lien or encumbrance. When Sprint removes the CNS Equipment (except for cabling), title to the cable transfers to Customer in "as is" condition.

7. Right to Remove CNS Equipment. When the CNS Agreement or applicable Addendum terminates or expires, Sprint has the right to: (i) enter the Premises at a mutually agreed upon time (the Parties will negotiate in good faith to determine an agreeable time) to remove the CNS Equipment (except for cabling), and (ii) pursue any other remedies available to Sprint at law or in equity.

8. Customer Representations and Acknowledgment

8.1 Occupancy. Customer owns, leases, or otherwise has the legal right to occupy Customer's Property and the Premises and has all rights necessary to grant Sprint the access and license rights contained in the CNS Agreement.

8.2 Permission. Customer has obtained or will obtain all necessary permissions, consents, and approvals required at Customer's Property and the Premises for Sprint's installation, operation, and maintenance of the CNS Equipment.

8.3 Suitability. To the best of Customer's knowledge, Customer's Property, Premises, and all improvements located thereon are in substantial compliance with building, life/safety, disability, and other laws, codes, and regulations applicable to Customer's and Sprint's use of the Premises as contemplated by the CNS Agreement.

8.4 Hazardous Substances. To the best of Customer's knowledge, there are no substances, chemicals, or wastes on or within Customer's Property or the Premises that are identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation (collectively, "**Hazardous Substance**"). Sprint will not introduce or use any Hazardous Substance on or within the Premises in violation of any applicable law. Customer will have sole responsibility for the identification, investigation, monitoring, remediation, and cleanup of any Hazardous Substance discovered at or within Customer's Property and Customer agrees to indemnify, defend, and hold harmless Sprint from any and all claims for damages, losses, liabilities, or expenses—including reasonable attorneys' fees—relating to

any Hazardous Substance present at or within Customer's Property unless the presence of the Hazardous Substance is caused directly by the activities of Sprint.

8.5 Interference Acknowledgment. Customer acknowledges that even with proper design, installation, operation, and maintenance, the CNS Equipment or Devices may cause interference with some sensitive electronic systems and certain medical and other equipment that may be used at Customer's Property. Prior to installation of the CNS Equipment and on an ongoing basis after installation, Customer agrees to use commercially reasonable efforts (including the use of clinical engineering services if Customer's Property is a hospital or other medical facility) to assess the potential for signal interference and to notify Sprint of any equipment, locations, or situations within Customer's Property where electromagnetic interference emanations may cause harmful interference.

9. Taxes, Fees, Surcharges & Assessments. Customer is responsible for payment of all federal, state, and local taxes, and all fees, surcharges, and other assessments, that are imposed on transactions subject to the CNS Agreement (collectively, "**Charges**"). Charges include, but are not limited to, real property taxes, excise taxes, sales and transaction taxes, use taxes, value added taxes, property taxes, gross receipts taxes, utility taxes; universal service assessments; telephone relay service assessments; and any other regulatory fees and assessments. Customer will not be responsible for Sprint's employment taxes or for taxes imposed on Sprint's net income. If Customer claims an exemption from any Charges, Customer indemnifies Sprint against all claims arising out of Customer's claimed exemption.

10. No Warranty

10.1 SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO THE CNS EQUIPMENT.

10.2 Customer acknowledges that the Services provided via the CNS Equipment will not be uninterrupted or error free and Customer should implement secondary means of communication, as appropriate under the circumstances, to avoid the risk of injury or death or damage to property in the event of a Service disruption. Customer will not use the Services, Devices, or the CNS Equipment for the direct operation or control of medical or life support equipment, or for the operation or control of any mission critical system in which a Service disruption or failure of the CNS Equipment may cause a substantial risk of injury or death to persons or damage to property. Customer agrees to: (i) comply with all safety warnings and other safety and operational information provided by the manufacturer of the Devices, and (ii) ensure that all personnel who use the Services and the Devices assigned to Customer's account while on Customer's Property understand and comply with all safety warnings and operational information, including information on E911 service set forth in the "Use of Service for 911 or Other Emergency Calls" section of this CNS Annex. It will be Customer's sole responsibility to implement and enforce policies for the proper and safe use of the Devices at Customer's Property.

11. Installation Delays. Sprint will have no liability under the CNS Agreement for unavailability of the CNS Equipment, delays in delivery of the CNS Equipment or failure to install the CNS Equipment within a specific time period.

12. Use of Service for 911 or Other Emergency Calls. The Services as provided via the CNS Equipment do not interact with 911 and other emergency services in the same manner as landline telephone service. Depending on Customer's location and the circumstances and conditions of a particular call, emergency services providers may not be able to identify Customer's telephone number and/or location through use of the Services and Customer may not always be connected to the appropriate emergency services provider. Sprint agrees to provide Customer with E911 service where available and Customer acknowledges and agrees that E911 service is not available in all areas and is not completely reliable. Customer consents to Sprint's disclosure of Customer information, including, but not limited to, Customer name, address, telephone number and location, to governmental and quasi-governmental entities, including emergency service providers and law enforcement agencies, where Sprint deems it necessary to respond to an emergency.