

LOCAL DSL SERVICES PRODUCT ANNEX

The following Local DSL Services (“Local DSL Services”) terms and conditions (“Terms and Conditions”), together with the Sprint Standard Terms and Conditions for Communication Services, as applicable, govern Sprint’s provision of Local DSL Services to Customer as specified in the Order form (the “Order”). Unless expressly provided otherwise, if a conflict exists between the Standard Terms and Conditions for Communications Services and these Terms and Conditions, these Terms and Conditions will control.

1. Sprint Installation Services. For Sprint-provided installation of Local DSL Services, the following applies:

1.1. Sprint Responsibilities. Sprint will perform the following services:

- A.** Provide a list of requirements and a Customer pre-installation checklist that must be confirmed by Customer at each Customer Premise before installation. “Customer Premise(s)” will include any location, whether residential or commercial, where Sprint is required to install Local DSL Services for Customer; and
- B.** Install the equipment and software necessary to initiate the Local DSL Services. Sprint reserves the right to employ third parties for the actual on-site installation.

1.2. Limitation of Liability. Except for its negligent or willful acts or omissions, Sprint is not be responsible for any personal injury or property damage that is caused by or related to the installation of the Local DSL Services.

1.3. Customer Responsibilities. In addition to Customer’s responsibilities set forth in the Standard Terms and Conditions for Communication Services or Sprint Master or Custom Services Agreement, Customer agrees as follows:

- A.** Customer grants Sprint all necessary consents and permissions necessary to install the Equipment, as defined below, necessary for Sprint to provide Local DSL Services to Customer.
- B.** Customer warrants and represents that it owns the Customer Premises or Customer has received permission from the owner of the Customer Premises to allow Sprint to make any changes to the Customer Premises needed to install the Equipment and provide the Local DSL Services to Customer and that the use of the equipment space and associated facilities, conduits and rights-of-way comply with all applicable laws, rules and regulations, as well as any existing leases or other contractual agreements or rights of others.
- C.** Customer grants to Sprint or its subcontractors a license to enter the Customer Premises during normal business hours Monday through Friday to perform installation, repair or maintenance services in support of the Local DSL Services.
- D.** Customer is responsible for configuring its Local Area Network (“LAN”), if applicable, so that the Local DSL Services are available to Customer’s end users at a Customer Premises. Customer is responsible for configuring Customer equipment to interface with the Local DSL Services, including, but not limited to, PCs, printers, other routers, switches, servers and hubs. Customer will be responsible for any custom configurations of its xDSL router that are different from the Sprint standard installation configuration. Sprint will not be responsible for interference with the performance of Local DSL Services caused by Customer’s configuration of its xDSL router.

1.4. Installation Interval

- A.** Sprint will use commercially reasonable efforts to complete installation of Local DSL Services at each Customer Premise within any timeframes stated in the Order.
- B.** Customer agrees that the installation is complete if the post-installation performance check that Sprint conducts, confirms that an end-user at Customer’s Premises may properly access the Sprint Network via the Local DSL Services. If Sprint determines that the test is successful at the time of installation, Sprint will consider the Customer as "In Service" and Sprint will bill activate the Customer as of the In Service date.

2. Self Installation. “Self Installation” means the Local DSL Services are installed by Customer. If Self-Installation is available, Sprint will ship the equipment, software, and instructions necessary for Customer to initiate Local DSL Services. Customer, or its employees or personnel, will be responsible for installing Equipment and software according to Sprint-provided instructions. Sprint will provide customer service representatives to assist Customer with installation questions and procedures via a local or toll-free number. If Customer requires that Sprint install the

necessary equipment and software for Local DSL Services at a particular Customer Premise, Customer will be billed separately for installation services.

3. Provision of Services

- 3.1. Performance.** Sprint will provide the Local DSL Services to Customer through the Sprint network and Sprint may provide access to the Sprint network from the Customer Premise either directly or through a third party provider.
- 3.2. ADSL Services.** ADSL Services are a subset of the Local DSL Services that Customer may order from Sprint. "ADSL Services" means asymmetric digital subscriber line. A version of DSL in which data flows in (downstream) faster than it goes out (upstream)

4. Customer Use of Local DSL Services

- 4.1.** Customer will not make any illegal use of the Services and will conform to Sprint's acceptable use policy as modified from time to time that is available through Sprint's website <http://www.sprint.net/abuse.html>.
- 4.2.** Customer will not permit or allow others to: (i) abuse or fraudulently use Services, including, but not limited to, unauthorized or attempted access, alteration, or destruction of the Sprint's customers or other authorized user's information; (ii) use Services in such a manner that causes interference, or tampers with another customer's or authorized user's use of the Sprint network; or (iii) use DSL Services in a manner that violates the Sprint acceptable use policy.
- 4.3.** Customer may not resell the Services without the written consent of Sprint. Additional terms and conditions may apply.
- 4.4.** If Customer fails to comply with this Section, Customer releases Sprint from all liabilities or obligations (including any warranty or indemnity obligations) and Customer will indemnify Sprint for all costs or damages that Sprint incurs as a result of Customer's failure to comply.

5. Equipment Warranty

- 5.1.** Sprint warrants that the equipment purchased by Customer for Local DSL Services (the "Equipment") will be in good working order and will conform to the requirements necessary to provide Local DSL Services on the date of installation. During the first year after installation, Sprint will provide replacement Equipment at no charge if the Equipment purchased by Customer fails to perform properly due to Equipment failure that is not caused by or related to (i) Customer damage, (ii) third parties, (iii) failure to maintain a suitable environment for the Equipment, or (iv) changes in Customer's hardware or software that conflicts with the Equipment. Sprint will provide Replacement Equipment within a commercially reasonable time period after Customer notifies Sprint.
- 5.2.** Customer may also be entitled to any separate warranty available from the manufacturer of Equipment. Sprint does not make any representations regarding the terms, conditions, or qualification standards for coverage under any manufacturer warranty.

6. Prices; Additional Charges. The Sprint Local DSL Services Monthly Recurring Charge (MRC) does not include taxes, surcharges, regulatory program charges, or applicable federal and state non-usage fees. If the pricing in the Agreement conflicts with the Attachments, the pricing in the Agreement will control. The Sprint Local DSL Services MRC does not include taxes, surcharges, regulatory program charges, or applicable federal and state non-usage fees. Contact Sprint customer service for the current, applicable rates.

7. Availability of Local DSL Services. Local DSL Services are subject to availability as determined solely by Sprint. Customer must meet each of the requirements set forth in the Local DSL Services welcome packet. Should these requirements not be met prior to a date scheduled for Sprint-provided installation and cause the installation to be delayed, Sprint may charge Customer a fee for each additional installation attempt.

8. Term for Local DSL Services. The Term will begin on the first day of the first complete billing month after both parties have signed the Order and Sprint has taken all commercially reasonable steps to make the Local DSL Services available to the Customer. The Term will be stated in the Order between Customer and Sprint.

9. Sprint Early Termination. Sprint may, without liability, terminate the Local DSL Services (and Customer will not be responsible for termination liabilities) if: (i) Local DSL Services are not available in Customer's geographic location; (ii) Customer equipment is incompatible; (iii) Sprint encounters Equipment installation difficulties; (iv) during or after the installation of the Local DSL Services at Customer's Premises, Sprint determines that the Local DSL Services will

not perform according to Customer's Order for Local DSL Services, or (v) Sprint discontinues the Local DSL Service, in which case Sprint will provide Customer with at least 30 days' written notice.

- 10. Network Information.** The Sprint network gathers information about Internet usage such as the sites visited, session lengths, bit rates, and number of messages and bytes passed. Sprint uses this information in the aggregate. Sprint may share this aggregated information with other parties from time to time. Sprint will not disclose any personally identifiable information regarding Internet usage without Customer's consent unless compelled by court order, subpoena or to protect its broadband services and facilities.
- 11. Use of Customer Information.** Sprint develops information about the quantity, technical configuration, type, destination, amount of services you, as a customer of Sprint use, and other information found on Customer's bill ("Customer Information"). To serve Customer in the most effective and efficient manner, Sprint may use Customer Information for purposes of determining and offering other Sprint products and services that may interest Customer. However, if Customer so desires, Sprint will not use Customer's Information to offer Customer products and services that are unrelated to the services Customer currently receives from Sprint. Sprint's use of this information will greatly enhance its ability to meet Customer's needs with the best rates, products, and services.
- 12. Line Repair.** Sprint is only required to correct trouble and repair lines on its side of the Network interface. Sprint will not address/support any maintenance issues on the customer's side of the CPE (DSL router).
- 13. IP Addresses.** Sprint, as the network operator, retains ownership and control of all IP addresses used in conjunction with the delivery of Local DSL Services. The IP address, or range of addresses, assigned to a customer may be reassigned at Sprint's discretion to maintain network integrity. Sprint will make every reasonable effort to notify customers subscribing to static IP address service in advance of any such reassignment to prevent loss of connectivity.
- 14. Third-Party Services.** Some components of the Sprint DSL service offering may be provided by third parties and may be subject to the terms and conditions set forth by those third parties. Please contact a Sprint account representative for additional details specific to these services and any separate charges that may be associated with them.