

## **SCHOOLS AND LIBRARIES FUNDING PROGRAMS ANNEX**

If Customer is a public or private school (grades Kindergarten — Twelve) or a public library, Customer may be eligible for discounts or other benefits (“Support”) in connection with its purchase of Sprint services and equipment (“Service”). Support includes the Universal Service Schools and Libraries Support Mechanism (“E-Rate Program”) and state or local corollaries to the E-Rate Program. Eligible Customers seeking Support must comply with this Schools and Libraries Funding Programs Annex in addition to all other terms and conditions of the Agreement.

### **1. APPLICATIONS FOR SUPPORT.** Customer will take the following steps to request Support from the appropriate source:

**1.1. E-RATE PROGRAM.** Customer will abide by all E-Rate Program rules for receipt of Support. Customer will take appropriate steps to ensure that the Schools and Libraries Division of the Universal Service Administrative Company or other authorized E-Rate Program administrator (“SLD”) receives a Form 471 application and any other necessary documentation to request Support. For Service provided in multiple years, Customer will continue to submit applications each year to request Support. Customer will notify Sprint in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD and will provide a copy of that notice and all other relevant documentation requested by Sprint.

**1.2. OTHER FUNDING SOURCES.** Customer will abide by all Funding Source rules for receipt of Support. Customer will take all necessary steps to request Support from state and/or local administrators (“Funding Sources”). Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and all other relevant documentation requested by Sprint.

### **2. RECEIPT OF SUPPORT.**

**2.1. E-RATE PROGRAM.** Customer will pay, in full, all invoices issued by Sprint prior to Sprint’s receipt of notification from the SLD of Customer’s Form 486 filing confirming receipt of Service. Upon notification, Sprint will apply discounts to Customer’s invoices or reimburse Customer according to the Funding Commitment Decision Letter and Form 486 Certification for Service delivered. Sprint requires Customer to seek SLD reimbursement via Form 472 for all customer premise equipment rentals or other financed arrangements. Sprint reserves the right to require Customer to seek SLD reimbursement via Form 472 if Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. Sprint will either apply a credit to Customer’s account or provide Customer with a check corresponding to the SLD’s Support commitment as calculated after providing Service.

**2.2. OTHER FUNDING SOURCES.** Customer will pay, in full, all invoices issued by Sprint prior to Sprint’s receipt of notification from the Funding Source acknowledging Customer’s receipt of Service. Upon notification, Sprint will apply discounts or reimburse Customer for Service delivered under the terms of the Agreement and corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. Sprint may apply a credit to Customer’s account or provide Customer with a check corresponding to the Funding Source’s Support commitment as calculated after providing Service.

### **3. FAILURE TO OBTAIN SUPPORT.**

**3.1.** If the Federal Communications Commission (“FCC”), SLD or Funding Sources fail to reimburse Sprint or Customer for Service, or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to Sprint on Customer’s behalf, then Customer will reimburse Sprint for these amounts. Customer will not be responsible for Support withdrawn due to Sprint’s material failure to deliver Service.

**3.2.** While Sprint will use commercially reasonable efforts to assist Customer in requesting Support, Sprint is not responsible for Customer’s compliance with FCC, SLD or Funding Source rules and regulations, Customer’s applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to Customer.

**3.3.** After the Commencement Date, Customer may not terminate the Agreement based solely on its failure to secure Support.

**4. PRECEDENCE AND INTERPRETATION.**

**4.1.** The terms and conditions of this Annex take precedence over all conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement remain unchanged.

**4.2.** Any references to specific forms or documents in this Annex include any properly authorized successor forms or documents adopted by the FCC, SLD or Funding Sources.