

**SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM**

Sprint and Customer are entering an Agreement for the provision of certain telecommunications services (“Services”) and related equipment (“Products”). The Services and Products may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 (“E-Rate Program”) and administered by the Universal Service Administrative Company (“USAC”) or other administrative body designated by the Federal Communications Commission (“FCC”), or under state or local corollaries to the E-Rate Program (collectively, “Support”). This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or once Customer receives Services and Products.

**TERMS AND CONDITIONS**

1. **COMMENCEMENT DATE OF AGREEMENT.** The Agreement is binding once signed by both parties. The Term of the Agreement will begin (“Commencement Date”) according to the following option selected by the Customer:

____ Option 1.	The Term will begin as stated in the Agreement. Customer is requesting Support, but agrees that it will obtain Services and Products and be liable for payment regardless of whether it receives Support.
____ Option 2.	The Term will begin only after both parties have signed the Agreement <u>and</u> Sprint has received USAC’s Funding Commitment Decision Letter or a similar written commitment of Support from a state or local program administrator.  Customer will be responsible for payment for Services and Products throughout the remainder of the Term and for any amounts not covered by Support, irrespective of the availability of Support for future years.
____ Option 3.	The Term will begin as stated in the Agreement. Customer affirms that it is not currently requesting Support. <b><u>The remainder of this Addendum will not apply to the Agreement if Customer selects Option 3.</u></b>  <b>If Customer subsequently chooses to request Support for Services, Customer will contact Sprint to make appropriate arrangements.</b>

**If Customer does not indicate an affirmative choice above, Sprint will treat the Agreement as if the Customer selected Option 3.**

2. **APPLICATIONS FOR SUPPORT.** Following execution of the Agreement, Customer will take the following steps to request Support depending on the source of such funds.
- A. **USAC.** Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Services. For Services provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide Sprint with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by Sprint. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Services.
  - B. **OTHER FUNDING SOURCES.** If desired, Customer will take all necessary steps to request Support from state or local corollaries to the E-Rate Program (“Other Funding Sources”). Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to Sprint. Customer will abide by all Other Funding Source rules and obligations for receipt of Support.

3. RECEIPT OF SUPPORT.

- A. USAC. Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from USAC of Customer's Form 486 filing and Sprint's receipt of the service worksheet. Upon notification, Sprint will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Services delivered, and Sprint worksheet delineating the associated accounts. Sprint may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. Sprint will either apply a credit to Customer's account or provide Customer with a check or credit corresponding to USAC's Support commitment as calculated after providing Services.
- B. OTHER FUNDING SOURCES. Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Services. Upon notification, Sprint will apply discounts or reimburse Customer for Services delivered under the terms of the Agreement and corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. Sprint may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Services.

4. FAILURE TO OBTAIN SUPPORT.

- A. If, for any reason other than Sprint's material failure to deliver Services under the terms of the Agreement, the FCC, USAC or Other Funding Sources fail to reimburse Sprint for Services, or if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to Sprint on Customer's behalf, then Customer will reimburse Sprint for these amounts.
- B. While Sprint will use commercially reasonable efforts to assist Customer in requesting Support, Sprint is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

5. PRECEDENCE AND INTERPRETATION. The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement remain unchanged.