

Sprint Government Customer Service and Product Annex

This Sprint Government Customer Service and Product Annex, together with the applicable cover agreement, modifies other terms and conditions of the Agreement. The Government Customer Service and Product Annex takes precedence over all other conflicting terms and conditions of the Agreement.

- 1. Eligibility and Applicability.** The Sprint Government Customer Service and Product Annex is available to all federal, state, and local governmental entities and agencies in connection with the purchase of Sprint Products and Services. Sprint defines “governmental entities and agencies” as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
- 2. Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer’s rights or privileges as a sovereign entity.
- 3. Nonappropriation.**
 - 3.1. Definition.** A “nonappropriation” occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period (“Termination Date”) without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. Notice.** Customer will give Sprint written notice of any termination under this section at least 30 days before the Termination Date. At Sprint’s request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. Limitations.**
 - A.** Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B.** If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from Sprint or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
- 4. Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer’s obligations under the Agreement.
- 5. Ownership and Confidentiality.** The Agreement is a copyrighted work authored by Sprint and may contain Sprint trademarks, trade secrets, and other proprietary information. Sprint acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, “FOI”) . Customer will provide Sprint with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Sprint confidential and proprietary information consistent with all applicable laws and regulations.