

SPRINT PCS SERVICES PRODUCT ANNEX

The following terms and conditions in this Sprint PCS Services Product Annex (“Annex”), together with the Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”) and the agreement under which Customer is purchasing Sprint PCS Products and Services (“Agreement”), as applicable, govern Sprint’s provision of Sprint PCS Services to Customer.

- 1. DEFINITIONS.** Capitalized terms throughout this Annex have the meanings specified in the Definitions section (“Defined Terms”) of this Annex, or as defined in the Agreement.
- 2. PROVISION OF SPRINT PCS SERVICES AND PRODUCTS.** This Annex applies to sales of Sprint PCS Products and Services to business customers for their direct use. This Annex does not govern the sale of Nextel Products and Services to Corporate-Liable Active Units or Individual-Liable Active Units, or the sale of Sprint PCS Products and Services to Individual-Liable Accounts. Nextel Products and Services are governed by the Standard Terms and Conditions for Communication Services and the Nextel National Network Annex located at <http://www.sprint.com/ratesandconditions>. Individual-Liable Accounts will be subject to their own terms and conditions pursuant to their separate agreements with Sprint.
- 3. COTERMINIOUS CORPORATE-LIABLE ACTIVE UNITS.** All Corporate-Liable Active Units activated on the Nationwide Sprint PCS Network during the Term will be coterminous with the expiration or termination of the Agreement, regardless of each individual Corporate-Liable Active Unit's activation date. Individual-Liable Active Units are not coterminous with the Agreement, and are subject to the term requirement described in the separate agreements between Sprint and the Employee.
- 4. TELEPHONE NUMBERS AND PORTABILITY.** Sprint may change the telephone numbers assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements, and area code changes. Sprint will comply with any FCC-issued regulations that specifically require Sprint to allow Customer to retain its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Network, Customer must provide information about the account with the other carrier (account name, account number, address, and social security number or tax identification number) and purchase Sprint PCS Products from Sprint. Until the port from the previous carrier is successful, the Sprint PCS Product will only be able to call 911 and Sprint Customer Care (*2). Once the port is completed, Customer’s old device will no longer work. **However, due to system limitations and issues outside Sprint’s control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.** If a transfer to Sprint PCS Services is not successful, Customer will return to Sprint any Sprint PCS Products within the return period to receive a credit for the Sprint PCS Product, and Customer will repay any discounts or service credits provided with Sprint PCS Products or Services. If Customer transfers a number to another carrier, Customer may be subject to early termination fees.
- 5. TTY ACCESS, PAY-PER-CALL SERVICES, INTERNATIONAL CALLING.** TTY-capable Sprint PCS Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY device cannot be relied on for 911 calls. Sprint will not complete calls from any Sprint PCS Product to 900, 976 and similar numbers for pay-per-call services. International calling capability must be requested on a per-Sprint PCS Product basis.
- 6. ROAMING.** Network coverage is not available everywhere. See Sprint’s mapping information at <http://www.sprintpcs.com> for approximate Network coverage information. All coverage maps are high level representations of outdoor coverage. Actual coverage and quality of Sprint PCS Services may be affected by conditions within or beyond Sprint’s control, including network problems, software, signal strength, Customer’s equipment, structures (including building where Customer may be located), atmospheric, geographic, or topographic conditions. Calls made while off the Network may, depending on Customer’s service plan, incur separate Roaming charges. Domestic Roaming rates are set out in the Customer’s pricing attachment. International Roaming rates will vary, see the Sprint account representative or <http://www.sprintpcs.com> for current international Roaming rates. There may be delays in invoicing Roaming charges due to the practices of the roaming service provider.
- 7. PROMOTIONS.** Prices do not reflect the application of promotions, offers, or discounts, including Customer’s discount under the applicable Sprint Wireless Discount Program. Sprint promotions, offers, or discounts may not be available with certain Business Plans at Sprint’s sole discretion. If Customer is eligible for and selects a new Business Plan offered after the Commencement Date of the Agreement, (a) Customer’s discount under the applicable Sprint Wireless Discount Program, and (b) all terms and conditions of that new Business Plan, apply in addition to and control over any conflicting term of the Agreement.

8. **TAXES AND FEES.** Sprint's rates and charges for Sprint PCS Services in the Agreement do not include taxes, fees, or other charges. Customer will pay any taxes, fees, or other charges that apply to Sprint PCS Services, which are subject to change and may vary by market. Such charges include, but not limited to, Universal Service Fund, wireless pooling and wireless number portability fees, and state and federally-required E911 fees. Sprint also charges certain cost-recovery charges. These cost-recovery charges are not taxes or governmental-required charges. All taxes, fees, or similar charges may be increased or decreased during the term of the Agreement as necessary.
9. **NETWORK UNAVAILABILITY AND UNSUCCESSFUL SPRINT PCS SERVICE; CREDITS**
- 9.1. **Network Unavailability.** If Sprint PCS Service is not available to a Corporate-Liable Active Unit for more than 24 consecutive hours, at Customer's request, Sprint will give Customer a one-day credit off Customer's MRC for the affected Corporate-Liable Active Unit for each 24 hour period that Sprint PCS Service is unavailable. No credit will be given for interruptions caused by Customer or by failure of products or services not provided by Sprint.
- 9.2. **Unsuccessful Sprint PCS Service.** Sprint will provide Customer with an airtime credit of 1 minute for a call on a Corporate-Liable Active Units that is: (a) placed while in an area covered by the Network, (b) disconnected and, (c) redialed within 1 minute of disconnection. Customer must contact Sprint PCS Customer Solutions within 24 hours of the disconnection and request credit for the call through the interactive voice response unit. If the interactive voice response unit is not available, Customer may call Sprint PCS Customer Solutions to speak directly with a representative.
10. **ORDERING AND PROVISIONING**
- 10.1. **Prices.** The prices for Sprint PCS Products are set out on Sprint's web site at <http://www.sprintpcs.com> or can be obtained from Customer's Sprint Account Representative. The prices for the Sprint PCS Services are set out in the Agreement. Additional Sprint PCS Products and Services and their prices may be made available to Customer during the Term. Circuit-switched calls taking place on Sprint PCS Vision capable phones or devices that do not have voice plans associated with them will incur a per minute charge.
- 10.2. **Ordering.** Customer may order Sprint PCS Products and Services by (a) delivering a written order to Sprint, (b) calling Sprint's toll-free telesales phone number followed by written confirmation, or (c) contacting Customer's Sprint Account Representative followed by written confirmation. Only persons authorized by Customer will issue orders under this Annex, and Sprint may reasonably rely on the authority of any person who executes an order on Customer's behalf. Sprint may accept the order by (1) signing and returning a copy of the order to Customer, (2) delivering any of the Sprint PCS Products ordered, (3) informing Customer of the commencement of performance, or (4) returning an acknowledgment of the order. Any order and any acknowledgment of any order will be deemed amended to conform to the Agreement and any term of the order or acknowledgement that differs with a term in the Agreement will be of no effect.
- 10.3. **Rejection or Cancellation of Order.** Sprint will provide Customer with notice of any rejected orders. Customer may cancel an order if Sprint receives written notice from Customer before shipment of the order. Sprint may cancel an order if (a) Sprint reasonably believes Customer may not pay for the Sprint PCS Products ordered, or (b) the Sprint PCS Product ordered is no longer available or is not available in sufficient quantities. If a Sprint PCS Product is no longer available, or is available in insufficient quantities, Sprint will notify Customer, and Customer may either modify or cancel that order.
- 10.4. **Shipping.** Sprint will ship Sprint PCS Products to those locations specified in Customer's order and title and risk of loss to the Sprint PCS Products pass to Customer upon arrival at Customer's specified destination. Sprint will charge Customer a shipping fee for each Sprint PCS Product that Sprint ships to Customer. The amount of the shipping fee is determined by the number and type of Sprint PCS Products and shipping method selected by Customer.
- 10.5. **Inspection.** Customer agrees to return nonconforming Sprint PCS Products within 15 days of receipt or Customer will be deemed to have ordered and accepted the Sprint PCS Products. Customer may reject Sprint PCS Products that are visibly damaged or defective on the basis of a sample inspection. Any shipment with visible damage may, at Customer's option, be refused. Sprint will pay all reasonable ground transportation freight charges associated with those returns.
11. **CUSTOMER RESPONSIBILITY FOR CHARGES.** Customer must pay all charges for Sprint PCS Products and Services associated with each Corporate-Liable Active Unit, regardless of the identity of the person that actually uses or has possession of the Corporate-Liable Active Unit.

12. **INVOICING.** Sprint invoices MRCs in advance and invoices overage charges after use. Customer's usage will be calculated from the time a Corporate-Liable Active Unit initiates contact with the Network until the Network connection is broken or dropped, whether or not the actual connection to the intended recipient of the voice or data message is successful. Unused plan minutes do not carry forward. Charges for voice Sprint PCS Services are determined either by an MRC plan with included minutes with overage charges for excess minutes of usage or by multiplying the usage by a per minute rate. Usage is incurred in one-minute increments. Partial minutes of use are rounded up to the next whole minute. A call will be counted against the Corporate-Liable Active Unit's Anytime Minutes for the entire duration of call initiated during the Anytime Minutes period applicable to the service plan and counted against Night and Weekend minutes for the entire duration of calls initiated during the Night and Weekend minute time periods applicable to the service plan. In certain instances, Sprint may invoice Customer for usage that occurred during a prior invoicing cycle if not previously invoiced to Customer. If Customer is invoiced for usage incurred during a prior invoicing cycle, those minutes will be applied against the applicable service plan minutes for the current invoicing cycle. Some Sprint PCS Services are invoiced on a recurring monthly flat rate charge without any itemized message transmission detail. Customer must promptly notify Sprint in writing of any change in Customer's invoicing address. If Customer changes or adds a different service plan or service feature to a Corporate-Liable Active Unit and the change is effective before the start of Customer's next full invoicing cycle, Customer will be invoiced on a prorated basis. If Customer changes a service plan applicable to a Corporate-Liable Active Unit between the time the usage was incurred and the beginning of the current invoicing cycle, those minutes from the prior invoicing cycle will be charged under the service plan in effect at the time the usage was incurred. On a call that crosses time periods, minutes are deducted or charged based on the call start time.
13. **SPRINT PCS VISION CHARGES.** Sprint PCS Vision is offered in various Sprint PCS Vision Packs or Sprint PCS Connection Cards, with different features included. Customer cannot receive incoming voice calls while using Sprint PCS Vision data services. Data usage is rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the next full cent. Rounding up occurs at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or services used. The Sprint PCS Vision Packs include unlimited Vision usage, unless otherwise noted. Sprint PCS Vision Packs are only available with a Vision capable Sprint PCS Phone, Sprint PCS smart phone device or Sprint PCS camera. Sprint PCS Vision Packs are not available with: (a) any device used in connection with a computer or PDA (including phones, smart phones or other devices used with connection kits or similar phone-to-computer/PDA accessories), and (b) Bluetooth Vision-capable PCS Phones used as a modem in connection with other devices.

In addition to the preceding paragraph, the following information applies only to Corporate-Liable Active Units that do not have "unlimited" Sprint PCS Vision usage. Sprint PCS Vision data usage will be calculated on a per kilobyte basis rather than for minutes of airtime used, even for certain third generation voice services. As long as Customer's Vision-enabled Sprint PCS devices are connected to the Network, Customer will be incurring data usage charges. When traveling on the Network, a data session may be ended and a new data session initiated, although no interruption to the actual data session will occur. Each individual data session will be rounded up. Data usage and related service used will vary widely, depending on the specific Sprint PCS Vision application or service used. Customer will be charged for data exchanges initiated by other Internet users as well as those Customer initiates. Estimates of data usage, for example, the size of downloadable files, will vary from actual use. Customer will be charged for additional data used in transporting and routing on the Network. Customer will be charged for partial and interrupted data downloads or other use, including re-sent data, and for unsuccessful attempts to reach Web sites and use other applications and services, including those resulting from dropped network connections.

14. **SPRINT PCS VISION USAGE**

- 14.1. Use of Sprint PCS Vision requires the purchase of a Sprint PCS Vision-enabled Sprint PCS phone or other device and is subject to any software, memory, storage or other limitation in the phone or other equipment. Not all applications and services work, or work the same, on all Sprint PCS Vision-enabled phones and devices. Sprint PCS Vision is not available when Roaming and are not currently available in certain portions of select market areas within the Network. Sprint PCS Vision use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections, is prohibited. Sprint reserves the right to deny or to terminate service without notice for any Sprint PCS Vision misuse.
- 14.2. Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through Sprint PCS Vision Services, including the internet. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Sprint PCS Vision Services. Customer is responsible for

evaluating such content. Customer is responsible for any use of Sprint PCS Services through any Sprint PCS Product or other wireless device on Customer's account. Use of certain Sprint PCS Vision Services, including some messaging services, may result in the disclosure to others of the user's email address and other information in connection with the user's Internet usage. Customer acknowledges that due to such disclosures, its users may receive advertising, warnings, alerts and other messages, including broadcast messages.

15. **PREMIUM SPRINT PCS SERVICES.** Access to and downloading of Premium Sprint PCS Services is not included in the Sprint PCS Vision Service pricing. Even if Customer has a Sprint PCS Vision Service plan that includes "unlimited" kilobytes of data, it will still be required to pay all charges associated with access to and use of Premium Sprint PCS Services. Customer will be charged for Premium Sprint PCS Services at the rates and charges specified at the time of access or download, in addition to data usage charges Customer incurs while connected to the Network. Corporate-Liable Active Units may not be able to use Premium Sprint PCS Services that are provided by third-party content providers. **Sprint provides no warranties and makes no representations or claims with regard to the third party Premium Sprint PCS Services.** In certain instances, subject to the terms of the content purchased, Sprint may delete premium and non-premium items downloaded to available storage areas (e.g., Customer's vault) including any pictures, games and other content. For instance, pictures downloaded to any storage areas Sprint provides may be deleted after 30 days. Sprint may impose a dollar or other limit on use of Premium Sprint PCS Services including a limit on the amount of Premium Sprint PCS Service charges that Customer will be allowed to incur in a specific timeframe (month, week, day, or other time period). Sprint may suspend Customer's use of Premium Sprint PCS Services without prior consent or notice if Sprint has reason to suspect fraudulent or unauthorized use of Customer's Premium Sprint PCS Services account, but Sprint makes no assurances that it will suspend such activity on Customer's account.
16. **SPRINT PCS READY LINK.** Sprint PCS Ready Link requires a Sprint PCS Ready Link enabled phone. Sprint PCS Service will only work in conjunction with other Sprint PCS Ready Link phones while on the Network. Sprint PCS Ready Link is designed to complement primary dispatch radio systems. When making a voice call or using Sprint PCS Vision, Sprint PCS Ready Link calls will not be completed. Sprint PCS Ready Link may take a few seconds to establish the initial Sprint PCS Ready Link connection. Unlimited Sprint PCS Ready Link Connections do not incur long distance charges.
17. **SPRINT PCS RETURN POLICY**
 - 17.1. Complete, new, and undamaged Sprint PCS Products, with original proof of purchase, may be returned to Sprint at Customer's expense within 14 days of purchase (30 days in California, and may vary elsewhere based on state law) for a full refund of the Sprint PCS Product's original purchase price (but not usage charges, any partial usage charges, taxes, fees and surcharges) and Customer's activation fee. The return policy, including the number of days for return, may be changed without notice and the policy may not apply to certain Sprint PCS Products. All accessories, hardware, materials, and package inserts that came with the Sprint PCS Product in the original box must be returned along with the Sprint PCS Product. Customer also must include a copy of Customer's receipt (which was enclosed when Sprint shipped the Sprint PCS Product. Customer may return Sprint PCS Product to Sprint by calling Sprint Customer Care or contacting its Sprint Account Representative for a return kit. Sprint will not exchange Sprint PCS Products through Sprint's internet site.
 - 17.2. Upon Sprint's receipt of the returned Sprint PCS Product, Sprint will credit Customer directly or Customer's account for the original purchase.
18. **SPRINT FREE INCOMING MINUTE PLANS.** Sprint Free Incoming Minute Plans apply only to calls received in the United States. Incoming call minutes are not free while roaming off of the [Network](#) without adding a roaming option.
19. **SPRINT MOBILE-TO-MOBILE CALLING.** With this option, Customer is eligible to use an unlimited number of minutes each month to make or receive calls on the Network between Sprint PCS Phones, and between the Network and the Nextel National Network with Nextel phones, except for Nextel phones in some affiliate and partner territories and markets. Sprint Mobile-to-Mobile calls made from or received on a Corporate-Liable Active Unit that is on the Network will use the Sprint Mobile-to-Mobile calling minutes and will not use Anytime Minutes. Sprint Mobile-to-Mobile calling is not available while Roaming. Sprint Mobile-to-Mobile calls made from or received on a Sprint PCS Product that is off the Network will be treated as Roaming and Roaming charges may apply depending on the applicable Business Plan. Sprint Mobile-to-Mobile Calling is not available for calls made to check voicemail, obtain directory assistance, or through other indirect calling methods. If one user has a plan with Sprint Mobile-to-Mobile calling and the other does not, the user with the Sprint Mobile-to-Mobile Calling will use this feature, while the other user's use is subject to the terms of that user's Business Plan.

20. **SHARED MINUTES.** Customer must have a minimum of 3 Corporate-Liable Active Units sharing to be eligible for this option. All Corporate-Liable Active Units eligible to use this option must subscribe to a voice Business Plan. After all Anytime Minutes in the pooled Business Plans are exhausted, each Corporate-Liable Active Units' additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Shared Minutes only allows pooling of Anytime Minutes, and is not available for data Business Plans. Shared Minutes are not available with all Business Plans, see the Sprint account representative or www.sprintpcs.com for a full listing of eligible Business Plans.
21. **VOICE COMMAND.** This option is not available while roaming off the Network. Calls to 911 or similar emergency numbers cannot be placed through Voice Command. Customer may dial "911" on its phone in an emergency. Airtime and applicable long distance charges begin when the TALK or similar key is pressed.
22. **ROADSIDE RESCUE.** This option requires Customer to be with a vehicle and have its Sprint PCS Phone at the time of service. Limit 4 calls per program year (starts when service is added to Customer's account). Customer must allow approximately 72 hours to provision service. This feature covers light passenger cars & trucks, and excludes RVs, motorcycles, boats, trailers, limousines, taxis and commercial or heavy-duty vehicles. This is not a reimbursement service and is not valid when operating vehicle off-road. Services are provided by AAA, AAA clubs, CAA clubs and, in CA, the National Automobile Club. Sprint is not a motor club.
23. **LIMITED TIME OFFERS OR PROMOTIONS.** If Customer receives a promotional Sprint PCS Service or option for a limited initial period of Sprint PCS Service and does not wish to continue with that promotional Sprint PCS Service or option after the initial period ends, Customer must contact Sprint prior to the billing end date of Customer's last invoice of the initial period to avoid charges. Additional charges still apply for premium content during the initial period.
24. **SPRINT PCS SERVICE PLAN ROAMING**
- 24.1. **Sprint PCS Free and Clear America, Sprint Total Wireless Access, Sprint Free Incoming roaming option and the Sprint Ready Link roaming option.** These options allow a Corporate-Liable Active Unit to use up to 50% of its monthly usage for Domestic Roaming. If Domestic Roaming exceeds the 50% threshold, Sprint may terminate the Sprint PCS Service to the Corporate-Liable Active Unit, transfer the Corporate-Liable Active Unit to another Business Plan, or charge the Corporate-Liable Active Unit at the applicable Roaming rate for the excess. These options cannot be shared. These options may vary across markets. These options are not available with single-band or digital mode only phones, or to customers located outside the Network.
- 24.2. **Roaming Options in Sprint PCS Affiliate Markets.** In Sprint PCS Affiliate Markets, Sprint PCS Free and Clear America, Sprint Total Wireless Access, the Sprint Free Incoming roaming option, and the Sprint Ready Link roaming option include 50 or 100 included minutes (depending on the Sprint PCS Affiliate Market) to be used for Domestic Roaming. Long Distance charges are included. If Domestic Roaming exceeds the Sprint PCS Affiliate Market's minute threshold in the applicable Sprint PCS Affiliate Market, Sprint may terminate the Sprint PCS Service to the Corporate-Liable Active Unit, transfer the Corporate-Liable Active Unit to another Business Plan, or charge the Corporate-Liable Active Unit at the applicable Roaming rate for the excess. Additional Domestic Roaming minutes exceeding the 50 or 100 included minutes (depending on market) will be charged the applicable Domestic Roaming rate and Domestic Roaming Long Distance rates. These options may not be shared.
25. **TOTAL EQUIPMENT PROTECTION PROGRAM.** This insurance program protects Sprint PCS Products from loss, theft, and damage, and provides enhanced warranty coverage. A per-claim deductible applies. To be eligible, Customer must activate the Total Equipment Protection Program on its Sprint PCS Products within the first 30 days following purchase and activation. Insurance coverage plans and characteristics are subject to change at any time without prior notice. Terms of insurance coverage are provided either at point of sale or in subsequent communications.
26. **BLACKBERRY**
- 26.1. Customer's use of the Research in Motion Limited ("RIM") Blackberry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the Blackberry service are located at <http://www.blackberry.com/legal/index.shtml>, and are subject to change without prior notice to Customer.
- 26.2. Sprint PCS Vision services are not supported on the Blackberry 7750 device.

- 26.3. Sprint did not manufacture the Blackberry products and is not responsible for any defects or for the acts or omissions of the manufacturer. The only warranties on Customer's Blackberry products are any limited warranties offered by the manufacturer directly to Customer.
27. **BUSINESS CONNECTION.** Customer's use of Business Connection (both personal and enterprise editions) service is subject to acceptance of terms and conditions presented to Customer before Customer may download the Business Connection software. Customer must agree to all of these terms and conditions to use Business Connection. Business Connection (both personal and enterprise editions) is not available when Roaming.
28. **LOST OR STOLEN SPRINT PCS PRODUCTS.** If one of Customer's Sprint PCS Products is lost or stolen, Customer must as soon as possible notify Sprint at 1-888-788-4727 (or other number provided by Sprint to Customer in writing from time to time) for deactivation of Sprint PCS Services. Customer is responsible for all charges for Sprint PCS Services associated with the Sprint PCS Product before Customer notifies Sprint of the loss or theft. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the Sprint PCS Product is later found, Sprint may require Customer to exchange the Sprint PCS Product for another Sprint PCS Product before reactivating Sprint PCS Service and, in such cases, Sprint will provide a replacement Sprint PCS Product of similar quality at Sprint's expense.
29. **SPRINT PCS PRODUCTS, NUMBERS & ADDRESSES.** Sprint did not manufacture Customer's Sprint PCS Products and is not responsible for any defects or for the acts or omissions of the manufacturer. The only warranties on Customer's Sprint PCS Products are any limited warranties extended by the manufacturer directly to Customer or passed on to Customer through Sprint. Customer's Sprint PCS Products may not accept Sprint PCS Services directly from any other carrier. Customers does not have any rights to any number, e-mail address or other identifier Sprint may assign to Customer's Sprint PCS Products or accounts. Customer may not modify, change or transfer any of these except as Sprint allows or as allowed for by law. In certain instances, Customer may transfer its numbers from another carrier to Sprint, or from Sprint to another carrier. Sprint does not guarantee that transfers to or from Sprint will be successful. If Customer transfers its numbers away from Sprint, the terms of the Agreement still apply. If a transfer to Sprint is not successful, Customer will be responsible for any discounts provided to Customer with the purchase of its device(s).
30. **ONLINE INFORMATION.** Sprint may, with Customer's approval, install and maintain a link on Customer's Intranet to <http://www.sprintpcs.com> to provide Customer with information about Sprint PCS Products and Services. Customer acknowledges that Sprint will not be liable for problems regarding the link to <http://www.sprintpcs.com>.
31. **LIABILITY EXCLUSIONS**
- 31.1. Customer acknowledges that that Sprint is not liable for: (a) coverage and quality of Sprint PCS Services can be affected by atmospheric, geographic, and topographic conditions and other conditions beyond Sprint's control including the failure of other service providers; (b) interruption and unavailability of Sprint PCS Services due to coverage, capacity, product failure or other limitations may occur in the transmission or attempted transmission of wireless services; and (c) Sprint is not liable for the accuracy or reliability of any information accessed with Sprint PCS Services or Products including information accessed through use of Sprint PCS Vision.
- 31.2. Sprint's maximum liability for any loss or damage arising under the provision of Sprint PCS Service under this Annex is limited to: (a) with respect to Sprint PCS Services a prorated portion of the applicable MRC for the time period Sprint PCS Services are not available, and (b) with respect to Sprint PCS Products, a refund of the price of the affected Sprint PCS Products.
32. **EARLY TERMINATION RIGHTS**
- 32.1. During the Term, Customer may terminate the Sprint PCS Services provided under the Agreement or any Corporate-Liable Active Unit with notice to Sprint and payment of the per-Corporate-Liable Active Unit early termination fee, as set out in Customer's pricing attachment. If Customer terminates Corporate-Liable Active Units or the Agreement due to Sprint's material breach, Customer will not be liable for per-Corporate-Liable Active Unit early termination fees set forth in Customer's pricing attachment.
- 32.2. If Sprint terminates Corporate-Liable Active Units or the Agreement due to Customer's material breach of this Annex or the Agreement, Customer must pay the applicable per- Corporate-Liable Active Unit early termination fee set out in Customer's pricing attachment.
- 32.3. The early termination fee is Sprint's sole remedy, and Customer's exclusive liability, for early termination of a Corporate-Liable Active Unit.

33. **ACTIVATION FEES.** A nonrefundable activation fee of \$36 will apply to each activated Customer account. Activation fees for Individual-Liable Active Units are governed by the agreements between Sprint and the Individual-Liable Accounts.
34. **EFFECTS OF TERMINATION.** Sprint PCS Services to each Corporate-Liable Active Unit will terminate when the Agreement terminates regardless of activation date. Upon early termination or expiration of the Agreement, Sprint may continue to provide Sprint PCS Services to Corporate-Liable Active Unit without application of the discount under the applicable Sprint Wireless Discount Program until Customer request deactivation of all Corporate-Liable Active Units. Continued Sprint PCS Service after expiration or termination will be governed by this Annex, the Standard Terms and Conditions, and any product-specific terms and conditions included in the Sprint PCS Product packaging.
35. **ELECTRONIC BILLING PRODUCTS.** The following electronic billing products are offered if Customer maintains at least 5 Corporate-Liable Active Units throughout the Term of the Agreement. Each electronic billing product provides Corporate-Liable Active Unit call detail record (“CDR”) information. If Customer elects, Customer will receive detailed paper invoices containing CDR information with an electronic billing product at an additional charge if Customer has 500 Corporate-Liable Active Units or less, or a larger per-month charge if Customer has more than 500 Corporate-Liable Active Units. Customer may still choose to receive a summary invoice (no CDR information) or a remittance invoice at no additional charge. Customer may choose 1 electronic billing product, or eBilling & Analysis and either Electronic Data Interchange (“EDI”) or Electronic Billing Transfer (“EBT”). Customer may not have both EBT and EDI, but may have eBilling & Analysis at the same time as either EBT or EDI. Sprint reserves the right to, upon 30 days prior written notice, migrate Customer to an updated or successor version of the selected electronic billing product, or if none exists, an entirely new electronic billing product
- 35.1. **eBilling & Analysis.** eBilling & Analysis is a web-based billing product which allows Customer to view and manage invoices in an electronic format on a monthly basis, for a monthly charge, with a one-time set up fee. With eBilling & Analysis, Customer can monitor accounts, analyze usage, and plan communication budgets with flexible, secure reports which can be downloaded to Customer’s computer. eBilling & Analysis provides detailed Customer invoice data for the previous 3 bill cycles and summary data for the previous 12 bill cycles.
- 35.2. **Waiver of Charges.** The per-month charge and set-up fee may be waived if Customer agrees to provision all accounts on Invoice Suppression. Otherwise, Sprint will charge Customers the monthly charge for a paper invoice.
- 35.3. **Electronic Bill Transfer (“EBT”).** EBT provides the Customer raw invoice data which can be formatted by Customer in any manner to meet the Customer’s specific needs. EBT provides unformatted, raw, flat file, tilde-delimited data which can be downloaded by Customer on a monthly basis via the Sprint PCS EBT web site. EBT provides Customer invoice data for the previous 2 bill cycles and is provided by Sprint to Customer at no charge.
- 35.4. **Electronic Data Interchange (“EDI”).** Customer may select to receive invoice data in EDI 811 standard format. In such case, Sprint will send Customer EDI data files on a monthly basis via CD-ROM or Connect Direct. EDI provides Customer invoice data for the previous bill cycle and is provided by Sprint to Customer at no charge.
36. **EMPLOYEE ADVANTAGE PROGRAM (“EAP”)**
- 36.1. **Eligibility.** As part of the Sprint Wireless Discount Programs, Sprint will make discounts specified in Customer’s pricing attachment based on the relevant Sprint Wireless Discount Program, available to Individual-Liable Accounts who execute a Sprint PCS Services subscriber agreement with Sprint with at least a one year term. Individual-Liable Accounts will be eligible for service plans available to Individual-Liable Accounts at the time of activation and must meet and maintain satisfactory credit with Sprint to participate in the EAP. To receive the discount, Individual-Liable Accounts must purchase Sprint PCS Products and Services through sales channels approved by Sprint. Customer is not responsible for any charges for Sprint PCS Products or Services purchased directly by Individual-Liable Accounts under the EAP, unless otherwise specified in the Agreement. Customer and Sprint will work together to identify Employees who are Sprint subscribers as of the Effective Date and who may be eligible to receive the discount.
- 36.2. **Participation**
- A. Customer and Sprint will establish a standard authorization process for Employees to participate in the EAP;

- B. Customer agrees to cooperate with and assist Sprint in verifying the employment status of persons claiming to be Employees;
 - C. within 30 days of the Effective Date and at least monthly thereafter, Customer will communicate to all of its Employees via Customer's company wide electronic mail system(s), or other applicable system if electronic mail is unavailable, that Customer has entered into an agreement with Sprint under which Employees can receive a discount off of select Sprint PCS Services;
 - D. at each of Customer's facilities, Customer must provide at least one opportunity per month for Sprint personnel to exclusively market and sell Sprint PCS Products and Services available for purchase by Employees; and
 - E. Customer will permit Sprint to send marketing messages to its Employee base via payroll stuffers, company magazines/newsletters, email, chair drops, or in any other reasonable manner.
- 36.3. **Links.** Sprint may, with Customer's approval, install and maintain a link (via the Internet or Intranet as the case may be) to www.sprintpcs.com to provide Employees with information about Sprint PCS Products and Services.
- 36.4. **Communications.** All Customer communications described above must be accurate with respect to the offer available under Customer's pricing attachment. Customer must coordinate the details and content of such communications and marketing with Sprint.
37. **CUSTOMER AFFILIATES.** Sprint may sell Sprint PCS Products and Services under this Annex to any affiliate of Customer. Customer will be responsible, financially and other wise, for the Sprint Products and Services ordered by an affiliate of Customer, unless the affiliate signs an agreement to be individually responsible.
38. **DEFINED TERMS**
- A. **"Active Unit"** is an active piece of wireless Product that Customer enrolls in a Business Plan under the Agreement. For purposes of the Agreement or any amendment to the Agreement, the term "Line" means an Active Unit.
 - B. **"Anytime Minutes"** are the Network minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.
 - C. **"Business Plans"** are Sprint PCS service plans for business customers on which an Active Unit is activated. The Business Plan options are listed in the Agreement.
 - D. **"Corporate-Liable Active Unit"** is an Active Unit activated by Customer for its end use and for which Customer is financially liable. For purposes of the Agreement or any amendment to the Agreement, the term "Customer Line" means a Corporate-Liable Active Unit.
 - E. **"Customer Line"** means a Corporate-Liable Active Unit.
 - F. **"Domestic Roaming"** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
 - G. **"Domestic Roaming Long Distance"** means toll calls placed while in Domestic Roaming areas.
 - H. **"Employee"** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from gross pay.
 - I. **"Employee Line"** means an Individual-Liable Active Unit.
 - J. **"Individual-Liable Account"** means the individual Sprint PCS Services account owned by an Employee that includes Individual-Liable Active Units
 - K. **"Individual-Liable Active Unit"** is an Active Unit activated by an Employee for that person's use and for which that person is financially responsible. For purposes of the Agreement or any amendment to the Agreement, the term "Employee Line" means an Individual-Liable Active Unit.
 - L. **"Line"** means an Active Unit.
 - M. **"MRC"** means monthly recurring charge.
 - N. **"Nationwide Sprint PCS Network"** or **"Network"** means the Sprint-owned or controlled CDMA wireless network, including network owned or controlled by Sprint PCS Affiliates, used by Sprint to provide Sprint PCS Services.

- O. **“Net MRC”** means the MRC listed before taxes and other charges and after calculation of all other discounts, rebates, service credits or any such similar credits (not including Customer’s discount under the Sprint National Value Program discount, Sprint Employee Value Program discount, or the Sprint Nationwide Volume Program discount, as applicable).
- P. **“Nextel National Network”** means the Sprint-owned or controlled IDEN wireless network, including network owned or controlled by affiliates or partners, used by Sprint to provide Nextel Services.
- Q. **“Nextel Services”** means wireless telecommunications service provided on the Nextel National Network by Sprint and authorized affiliates and partners.
- R. **“Nights and Weekends”** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Night and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. The time is the local time from where the call is originated from the Sprint PCS Product or terminated to the Sprint PCS Product.
- S. **“Night and Weekends at 6pm”** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. The time is the local time from where the call is originated from the Sprint PCS Product or terminated to the Sprint PCS Product.
- T. **“Night and Weekends at 7pm”** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m. The time is the local time from where the call is originated from the Sprint PCS Product or terminated to the Sprint PCS Product.
- U. **“Premium Sprint PCS Services”** means Sprint PCS data service downloads and applications available through Sprint PCS Vision that are above and beyond basic data usage, such as games, ringers and screen savers.
- V. **“Roaming”** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- W. **“Sprint”** for purposes of this Annex means the Sprint entity providing wireless services or contracting on behalf of such an entity.
- X. **“Sprint Account Representative”** means a Sprint employee assigned to Customer’s account.
- Y. **“Sprint Mobile-to-Mobile Calling”** means calls from a Corporate-Liable Active Unit or Individual-Liable Active Unit residing on the Network to or from another Corporate-Liable Active Unit or Individual-Liable Active Unit residing on the Network or the Nextel National Network.
- Z. **“Sprint PCS Affiliate”** means independent third parties that by contract offer Sprint PCS Products and Services under the Sprint Marks.
- AA. **“Sprint PCS Affiliate Market”** means the regions of the United States covered by Sprint PCS Affiliates.
- BB. **“Sprint PCS Products”** means wireless handsets, devices and accessories provided by Sprint or Sprint PCS Affiliates.
- CC. **“Sprint PCS Services”** means wireless telecommunications service provided on the Network by Sprint and Sprint PCS Affiliates.
- DD. **“Sprint PCS Vision”** means Sprint’s advanced multimedia third generation services available on the Network.
- EE. **“Sprint PCS Vision Packs”** are the advanced wireless services available in different bundles, which include such packages as the Sprint PCS Vision Professional Pack, Sprint PCS Business Communications Pack, and Sprint PCS Vision Access Pack.
- FF. **“Sprint PCS Voice Command”** means the service that allows Customer to dial a Phone with voice commands.
- GG. **“Sprint Wireless Discount Programs”** include the various Sprint discount programs for wireless customers specifically described in the Agreement, including the Sprint National Value Program, the Sprint Employee Value Program, the Sprint Nationwide Volume Program, and the Sprint Equipt for Business Program.