

WIRELESS SERVICES PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement (“Agreement”), govern Sprint’s provision and Customer’s use of Sprint wireless Products and Services. Except where noted in this Wireless Services Product Annex (“Annex”) or the Agreement, terms and conditions of this Annex apply to wireless Products and Services offered on the Nationwide Sprint Network, the Sprint Mobile Broadband Network, the Nextel National Network, and the Sprint 4G Network. Capitalized terms are defined in the Definitions section at the end of this Annex if not otherwise defined in the Agreement.

1. BUSINESS PLAN FEATURES, POWERSOURCE™ DEVICES AND OPTIONS.

1.1 Wireless Voice Features.

- A. **General.** Wireless voice Services are provided on the Sprint Networks. Wireless voice service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer’s Sprint Account Representative. Wireless voice Services are not available on the Sprint 4G Network.
- B. **Shared Minutes.** Customer must have a minimum of 2 Corporate-Liable Active Units in a Shared Minute group. All Corporate-Liable Active Units using the Shared Minutes option must subscribe to a Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Corporate-Liable Active Unit in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Corporate-Liable Active Unit’s additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Eligible Business Plans are available by contacting Customer’s Sprint Account Representative.
- C. **Sprint® Mobile-to-Mobile.** “Sprint Mobile-to-Mobile” means voice calls from one Active Unit on the Nationwide Sprint Network or Nextel National Network to another Active Unit on the Nationwide Sprint Network or Nextel National Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network or Nextel National Network between Sprint and Nextel phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- D. **Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Corporate-Liable Active Unit on a Business Plan with Anytime Minutes and add up to 5 additional Corporate-Liable Active Units (each, a “Secondary Line”) to that Business Plan. The Additional Lines for Pooling option is not available with all voice Business Plans. Eligible Business Plans are available by contacting Customer’s Sprint Account Representative.
- E. **Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes of use for Corporate-Liable Active Units on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

1.2 **Wireless Data Features.** Sprint provides wireless data solutions and Services over the Nationwide Sprint Network, the Sprint Mobile Broadband Network and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through www.sprint.com/coverage or by contacting Customer’s Sprint Account Representative. When the Sprint Mobile Broadband Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint Mobile Broadband Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint Mobile Broadband Network or Nationwide Sprint Network depending on coverage and network availability. Access to the Sprint Mobile Broadband Network or the Sprint 4G Network may require installation of separate software depending on the Product. Wireless high-speed data throughput rates may vary depending on Customer’s location at the time of use and other factors. Sprint also offers wireless data solutions over the Nextel National Network for select Products.

1.3 Nextel Direct Connect® Features.

- A. **General.** Nextel Direct Connect transmissions occur only between Active Units that are each capable of sending and receiving Nextel Direct Connect transmissions. Nextel Direct Connect transmissions do not work simultaneously with a voice call or with active wireless data transmissions from the same Product. Nextel Direct Connect service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer’s Sprint Account Representative. Nextel Direct Connect Services are not available when Roaming and are not available on the Sprint 4G Network.
- B. **Direct Connect®.** All Nextel Direct Connect Products are capable of making nationwide Direct Connect transmissions. If Customer intentionally disables “cross fleet” functionality for Nextel Devices, then Direct Connect service will work only with Customer’s own Nextel Devices.

- C. **Group Connect®.** Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect transmission. Group Connect is limited to 21 total participants (including the originator). Each group must consist entirely of either Nextel Devices or Sprint Devices.
 - D. **International Direct ConnectSM.** International Direct Connect is only available for Nextel Devices subscribed to Direct Connect service. International Direct Connect currently includes both the ability to place Nextel Direct Connect transmissions from the United States to users outside the United States and the ability to place and receive Nextel Direct Connect transmissions from outside the United States in select countries.
 - E. **Direct SendSM.** Direct Send lets a user send a picture or contact information to another subscriber using the Nextel Direct Connect service. Direct Send is only available on select Nextel Devices.
 - F. **NextMail®.** NextMail allows a user to use Nextel Direct Connect minutes to record and send voice messages to any e-mail address. NextMail is only available on Nextel Devices.
 - G. **TalkgroupSM.** Talkgroup members must be from the same calling area and be established on the same fleet. Additionally, group members must be in their home calling area to initiate or receive Talkgroup transmissions. Talkgroup is only available for Nextel Devices and can include up to 200 total users. Emergency TalkgroupSM gives the group coordinator the ability to contact and preempt all other transmissions for group members.
 - H. **Priority Connect®.** Priority Connect allows users to preempt the use of Nextel National Network resources when placing and receiving Nextel Direct Connect transmissions. Priority Connect is available only to qualified customers (e.g. emergency “first responders”) on specific Business Plans using Nextel Devices.
 - I. **Direct TalkSM.** Certain Nextel Devices are capable of direct two-way radio transmissions. Direct Talk transmissions do not use the Nextel National Network and require each user to have a Direct Talk-capable Nextel Device using the same radio channel.
 - J. **TeamDCSM.** TeamDC allows up to 35 nationwide group members (including the group creator), all using Sprint Devices, to participate in a Nextel Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission.
 - K. **Call Alert.** Call Alert allows a Nextel Direct Connect user to send a repeating alert to notify another Nextel Direct Connect user that the user would like to communicate. Users of Sprint Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.
 - L. **DC Permissions.** DC Permissions allow a Nextel Direct Connect user to block/allow Nextel Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Devices.
 - M. **SMS Messaging.** Nextel Direct Connect users with Sprint Devices may be prompted to send a text or voice SMS message when a Nextel Direct Connect transmission is blocked (e.g. the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Nextel Direct Connect transmissions between two Sprint Devices when the recipient uses a single number for voice calls and Nextel Direct Connect service. Sprint charges for these SMS messages consistent with Customer’s Business Plan.
- 1.4 **PowerSourceTM Devices.** PowerSource devices provide wireless voice and data Services over the Nationwide Sprint Network and Sprint Mobile Broadband Network, and Nextel Direct Connect transmissions over the Nextel National Network. Voice and data service is only available in coverage areas of the Nationwide Sprint Network or Sprint Mobile Broadband Network. Nextel Direct Connect service is only available in coverage areas of the Nextel National Network. Service features, functionality and plans vary by PowerSource device and may not be available in all markets. Active Units upgrading to a PowerSource device may experience changes in service availability, pooling eligibility, billing, surcharges and local calling rates.
- 1.5 **Roaming.** Business Plans that include roaming (“Roaming Included Plans”) are not available with single-band phones or to users residing outside an area covered by the Nationwide Sprint Network. Sprint may terminate Service to a Corporate-Liable Active Unit if in a given month (1) more than 800 minutes, (2) a majority of minutes, or (3) a majority of data kilobytes are used for Roaming. International calling is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit www.sprint.com/coverage for details. Roaming is not available on the Nextel National Network or on the Sprint 4G Network.

1.6 Modification. Sprint may modify terms and features of a wireless Business Plan with written notice to Customer.

2. CHARGES, FEES AND CREDITS.

2.1 Monthly Recurring Charges. Sprint will bill Customer for Wireless Services based on the MRC for the selected Business Plan. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan. Notwithstanding the foregoing, if Customer purchases Sprint 4G Services on a non-recurring charge basis (i.e., Customer pays a one time charge for use of Sprint 4G Services for a limited time), Customer will be subject to the terms and conditions provided to Customer at the time of purchase.

2.2 Usage Charges.

A. Wireless Voice Usage.

- (1) General.** Outgoing call usage is calculated from the time Customer initiates contact with the Sprint Networks until the connection to the Sprint Networks is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that Customer does not answer or that enter Customer's voicemail. For each successful call, Customer will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next second or next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the call start time.
- (2) Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.
- (3) Mobile Termination Charges.** Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.

B. Wireless Data Usage.

- (1) General.** Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding 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. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network.
- (2) Text and Numeric Messaging.** Unless Customer has purchased a quantity of messages at a fixed MRC, Sprint will charge Customer on a per message basis for text and numeric messaging. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity and for all text and numeric messages while Roaming internationally. Text and numeric messaging are not available on the Sprint 4G Network.
- (3) Premium Services Charges.** Access to, and downloading of, Premium Services is not included in the pricing in the Agreement. Charges for Premium Services will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for Premium Services. Even if Customer's Business Plan includes unlimited megabytes of data, Customer

must still pay all charges associated with access or use of Premium Services. Customer may block Corporate-Liable Active Units from, or otherwise disable them from using, Premium Services provided by third-party content providers.

C. Nextel Direct Connect Usage.

(1) Nextel Direct Connect Transmissions.

- (a) A Nextel Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Nextel Direct Connect transmissions. After 6 seconds, Nextel Direct Connect airtime on a Nextel Device is rounded up to the next second for each transmission.
- (b) Airtime charges for Nextel Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.
- (c) For Nextel Devices, Direct Connect, International Direct Connect, Group Connect, Talkgroup, NextMail, and Direct Send minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

(2) Nextel Direct Connect Call Alert Transmissions. Sprint does not charge for sending or receiving Call Alerts. A user will initiate a new push-to-talk transmission by responding to a Call Alert, even if responding within 6 seconds of receiving the alert.

D. Roaming Charges. Voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage, unless Roaming is included in Customer's Sprint Business Plan. Domestic Roaming voice rates may be set out in Customer's pricing attachment. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international or by contacting Customer's Sprint Account Representative. There may be delays in invoicing Roaming charges due to the practices of the Roaming service provider.

- 2.3 Upgrade Charges.** If Customer changes an Active Unit device to another device using Wireless Services, Sprint may charge Customer an upgrade charge per Active Unit changed.
- 2.4 Reactivation Fee.** If Sprint terminates Service to a Corporate-Liable Active Unit as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit and Sprint may charge Customer a reactivation charge.
- 2.5 Credits for Redialed Calls.** Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Corporate-Liable Active Unit that is: (a) placed while in an area covered by the Sprint Networks, (b) disconnected due to limitations of the Sprint Networks, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

3. BILLING AND AFFILIATES.

- 3.1 Invoicing.** Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses through wireless Products. Customer is responsible for all charges for wireless Products and Services associated with each Corporate-Liable Active Unit. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.
- 3.2 Account Changes.** Customer-requested changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, Sprint will bill Customer for the entire month in which Wireless Service was cancelled. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.

3.3 Customer Affiliates. If Sprint and Customer agree to permit Customer's Affiliates to purchase wireless Products and Services under the Agreement, Customer will be responsible, financially and otherwise, for the Affiliate's purchases, unless the Agreement says otherwise.

4. PROVISIONING AND RETURNS.

4.1 Shipping. Sprint will ship wireless Products to the delivery location specified in Customer's Order. Risk of loss to the wireless Products passes to Customer upon the Products' arrival at the delivery location. Sprint may charge a shipping fee to Customer based on the number and type of wireless Products and the shipping method used. Title to the wireless Products will pass to Customer upon Sprint's receipt of payment in full for the Products.

4.2 Nonconforming Products. Customer must return nonconforming wireless Products within 30 days of receipt or Customer will be deemed to have accepted the Products. Customer may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.

4.3 Returns. New and undamaged wireless Products may be returned to Sprint at Customer's expense within 30 days after the date the Product is activated or, if the Product has not been activated, within 30 days after the date the Product is purchased. Customer is allowed one discretionary exchange or return for each new Product purchased; provided that Customer may not use the one discretionary exchange to change the color of a Product if the Product has been activated. Within 30 days of activation, Customer must: (A) contact its Sprint Account Representative or call Sprint Sales Support at 866-789-8292 for return instructions; (B) return the complete, undamaged Product, including all accessories, hardware, materials and package inserts that came with the wireless Product in the original Product packaging, with the original proof of purchase to the location provided by Customer's Sprint Account Representative or Sprint Sales Support; and (C) if Customer wishes to discontinue Service for the Product, request that Sprint deactivate Service. Sprint may change the return policy from time to time without notice. Upon Sprint's receipt of the returned wireless Product, Sprint will credit Customer's account for a full refund of the original Product purchase price and activation fee (excluding actual usage charges, and related taxes, fees and surcharges). If Customer purchased a Product through a Sprint authorized dealer, additional dealer fees may apply.

5. INSURANCE. Customer may purchase insurance to protect against loss, theft or damage involving Customer's wireless Products. Coverage may not be available for all wireless Products and may involve a per claim deductible. Enhanced warranty coverage is available on some wireless Products. Insurance is provided by third party insurers and not by Sprint. If Customer selects coverage, Sprint will charge Customer a monthly premium per covered wireless Product, and Sprint will remit the premiums to the third party insurer on Customer's behalf. Insurance is not subject to any discounts. Claims must be submitted directly to the third party insurer. Terms of insurance coverage are available at the point of sale or in subsequent communications.

6. WIRELESS PRODUCTS AND SERVICES POLICIES.

6.1 Lost or Stolen Wireless Product Policy. If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all Wireless Service charges associated with the 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 wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating Wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.

6.2 Fraud Policy. Customer will notify Sprint's Customer Care department immediately of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation of the incident. Sprint will attempt to contact Customer before interrupting Wireless Services in the case of suspected fraud.

6.3 Location Based Services. If Customer downloads or accesses Location Based Services through Sprint wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms of the Location Based Service purchased by Customer. Customer must clearly, conspicuously and regularly notify all of its Employees using Corporate-Liable Active Units upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. **CUSTOMER WILL INDEMNIFY AND DEFEND SPRINT AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY CORPORATE-LIABLE USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CORPORATE-LIABLE ACTIVE UNITS.** Location Based Services are not available on the Sprint 4G Network.

6.4 Premium Services Policies. In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.

6.5 Business Plans and Features. Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plan features may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.

7. WIRELESS SERVICE LIMITATIONS.

- 7.1 Telephone Numbers and Portability.** Sprint may change the telephone number assigned to each Corporate-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer 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 Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. 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 is not successful, Customer may return any Sprint wireless Products within the return period to receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled Nextel Service or Sprint Service. If Customer transfers a number to another carrier before the end of any minimum term commitment, Customer may be subject to early termination fees.
- 7.2 TTY Access.** TTY-capable wireless 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-capable wireless device should not be relied on for 911 calls.
- 7.3 Pay-Per-Call Services.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.
- 7.4 International Call Blocking.** Sprint will block international calling capability unless Customer expressly requests such capability for a Corporate-Liable Active Unit.
- 7.5 Caller ID.** Caller identification information may not be available for all incoming calls.
- 7.6 911 or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.
- 7.7 Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages. Actual performance may vary, and no minimum speed is guaranteed. Wireless data Services may not be available when Roaming and are not currently available in certain portions of select market areas within the Sprint Networks. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages. Sprint reserves the right to limit, suspend or constrain any heavy, continuous data usage that is adversely impacting performance of the Sprint Networks or Sprint 4G Network, or hindering access to the Sprint Networks or Sprint 4G Network. Unless otherwise stated, Sprint reserves the right to limit throughput speeds or the amount of data transferred, and deny, terminate, disconnect or suspend wireless data Service, for Customer's Wireless Data Connection Devices with data usage exceeding 5 GB/month in total, or 300 MB/month while Roaming. Customer's mobile broadband cards, USB modems and embedded modems on "unlimited" Business Plans will not be subject to the 5 GB/month data usage limitation but are subject to the 300 MB/month while Roaming limitation. For Wireless Data Connection Devices on "unlimited" Business Plans, Sprint reserves the right to deny, terminate, disconnect, modify or suspend wireless data Service if a Wireless Data Connection Device engages in the following prohibited uses: server

devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts that broadcast more than 24 consecutive hours, automatic data feeds, automated continuous streaming machine-to-machine connections, or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.

7.8 Compatibility of Wireless Products and Services. Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones have a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. Information and eligibility requirements for obtaining the software program lock code for Customer's Sprint phones are available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product or Application with the wireless Products or Services.

8. LIMITATION OF LIABILITY FOR WIRELESS SERVICE PROBLEMS AND PRODUCT FAILURES.

8.1 Conditions Affecting Wireless Service. Sprint is not liable for (a) coverage and Wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint's control including the failure of other service providers; (b) interruption and unavailability of Wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of Wireless Services; or (c) outages or Wireless Service disruptions occurring as a result of a public safety emergency.

8.2 Wireless Service Outages and Product Failures. Notwithstanding anything to the contrary in the Agreement, Sprint's maximum liability for any loss or damage arising out of a Wireless Service outage or wireless Product failure is limited to: (a) a prorated portion of the applicable MRC based on the time period Wireless Services are not available, and (b) a refund of the net purchase price of affected wireless Products.

9. DEFINITIONS.

9.1 "Active Unit" or "Line" means an active piece of wireless Product.

9.2 "Anytime Minutes" means the voice minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.

9.3 "Applications" include email, and data, information and other wireless Internet services.

9.4 "Business Plans" means Sprint and Nextel wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.

9.5 "Corporate-Liable Active Unit" or "Customer Line" means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.

9.6 "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.

9.7 "Employee" means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.

9.8 "Individual-Liable Active Unit" or "Employee Line" means an Active Unit activated by an Employee and for which the Employee is financially responsible.

9.9 "Location Based Service" means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.

9.10 "MRC" means monthly recurring charge.

9.11 "Nationwide Sprint Network" means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.

9.12 "Nextel Device" means a Product that uses the Nextel National Network for Nextel Direct Connect service, including a PowerSource device.

9.13 "Nextel National Network" means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.

9.14 "Nextel Services" means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.

- 9.15 “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 Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **“Nights 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. **“Nights 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 used to determine Nights and Weekends eligibility is the local time where the wireless Product is located when an inbound or outbound call originates.
- 9.16 “Premium Services”** means downloads and Applications, such as games, ringtones and screen savers, available through wireless data Services that are above and beyond basic data usage.
- 9.17 “Roaming”** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 9.18 “Sprint 4G Network”** means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 9.19 “Sprint 4G Services”** means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.
- 9.20 “Sprint Device”** means a Product that uses the Sprint Mobile Broadband Network for Nextel Direct Connect service.
- 9.21 “Sprint Mobile Broadband Network”** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 9.22 “Sprint Networks”** includes the Nationwide Sprint Network, the Sprint Mobile Broadband Network, and the Nextel National Network.
- 9.23 “Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint. **“Sprint Service Provider Affiliate Market”** means the regions of the United States covered by Sprint Service Provider Affiliates.
- 9.24 “Sprint Services”** means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network or Sprint Mobile Broadband Network using CDMA technology.
- 9.25 “Wireless Data Connection Device”** means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.
- 9.26 “Wireless Services”** includes Nextel Services, Sprint Services and Sprint 4G Services.