

**GENERAL TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
ELECTRONIC COMMERCE SERVICES (SPECIAL ITEM 132-52)**

**A. ORDER TERM.**

1. **Initial Order Term.** The initial term for the Services ("Initial Order Term") will be stated on the ordering activity's purchase order ("Order") and will begin on the date services are installed and available for the ordering activity's use. The minimum Order term will be mutually agreed to by Sprint and ordering activity. In this Section I, the term Services will refer, individually or collectively to the services provided for in the following Sections under SIN 132-52.
2. **Extension Periods.**
  - 2.1 The purpose of an extension period is to help the ordering activity avoid any unintended interruption in Service at the end of the Initial Order Term. Therefore, if the ordering activity does not provide Sprint with 30 days written notice of its intent to terminate the Order prior to the end of the Initial Order term, the Order term will automatically extend for successive 60-day periods ("Extension Periods"). Sprint will notify the Ordering activity prior to expiration of Initial Order Term as a reminder of this provision. The ordering activity will be responsible for providing and keeping current the phone number and e-mail address of a Ordering activity designated point of contact to receive such notices. Initial point of contact information and all subsequent Ordering activity updates will be sent to the Contractor's Ordering address specified in the Information for Ordering activities Section of this agreement.
  - 2.2 After expiration of the Initial Order Term, either party may terminate an Extension Period with 30 days advance written notice or the Ordering activity may execute a new Order for Services with a minimum term of 1 year.
3. **Termination.** To terminate Services, the ordering activity must provide Sprint with 30 days prior written notice. The ordering activity will be responsible for payment of charges incurred through the effective date of termination and any additional charges or costs consistent with FAR 52.249-2.

**B. ORDERING ACTIVITY-PROVIDED HARDWARE OR SOFTWARE.**

1. **Responsibility.** Sprint is not responsible for the installation, operation, or maintenance of hardware or software not provided by Sprint ("ordering activity-Provided"); nor is Sprint responsible for the transmission or reception of information by ordering activity-Provided hardware.
2. **Selection and Use.** The ordering activity will be responsible for the selection, use and compatibility of ordering activity-Provided hardware or software. If such hardware or software impairs the Ordering activity's use of the Services, the ordering activity will nonetheless be liable for payment for Services. Upon notice from Sprint that the Ordering activity-Provided hardware or software is causing or is likely to cause hazard, interference, or service obstruction the ordering activity will eliminate such hazard, interference, or service obstruction. Sprint reserves the right to disconnect the Services until such hazard, interference, or service obstruction is corrected. If requested by the ordering activity, Sprint may, at its then-current rates, troubleshoot

difficulties caused by ordering activity-Provided hardware or software.

3. Obsolescence. Sprint will not be responsible if any changes in Services cause ordering activity-Provided hardware or software to become obsolete, require modification or alteration, or otherwise affect performance of such hardware or software.
4. Ordering activity-Provided Router. If the ordering activity provides its own router to interface with the Services, then the ordering activity is fully responsible for the installation, maintenance, and configuration of such ordering activity-Provided router, however, Sprint may, in cooperation with the ordering activity, set the initial configuration for the router interface into the Services.

**C. PROPRIETARY RIGHTS AND INFORMATION PROTECTION**

1. Software License. Sprint grants to the ordering activity a non-exclusive and non-transferable license to use software that may be provided with or included in the Services for the sole purpose of enabling the Ordering activity to use such Services.
2. Title and Property Rights. Title and property rights to Sprint-provided software and equipment are and will remain with Sprint or its suppliers, whether or not embedded in or attached to realty. Title and property rights to IP addresses assigned to the ordering activity by Sprint are and will remain with Sprint.
3. Trade Secrets. The Ordering activity recognizes that Services provided hereunder constitute valuable trade secrets of Sprint or its suppliers. The ordering activity will protect any software used by the ordering activity that is provided with or included in the Services, and will make no attempt to examine, copy, alter, reverse engineer, tamper with, or otherwise misuse such software.
4. Trademark/Trade Name. The ordering activity will not use the Sprint trade name and any Sprint trademark or service mark in any fashion without the prior written consent of Sprint.
5. Proprietary Information. Information that is identified as proprietary to either party which is delivered or disclosed to the other party will, for a period ending 3 years from the expiration or termination date of the Order, (i) be held in confidence by the receiving party; (ii) be disclosed only to those employees or authorized representatives on a need-to-know basis, and (iii) be used only in fulfillment of the receiving party's obligations under the Order. Neither party will be liable for the disclosure or use of such data or proprietary information which: (a) is, or becomes, publicly known, other than by breach of the Order; (b) is obtained by the receiving party from a third party without restriction, (c) is previously known by the receiving party; (d) is, at any time, developed by the receiving party completely independent of any disclosures hereunder; or (e) is required to be released by law.

**D. WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED UNDER THE FOLLOWING SECTIONS FOR SIN 132-52, SPRINT MAKES NO WARRANTIES FOR SERVICES USED IN A MANNER THAT IS INCONSISTENT WITH STANDARD INTERNET USAGE OR APPLICATIONS.

**E. LIMITATION OF LIABILITY**

1. IN NO EVENT WILL SPRINT BE LIABLE TO THE ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING: (i) AMOUNTS DUE THE ORDERING ACTIVITY FROM PERSONS TO WHOM THE ORDERING ACTIVITY SELLS PRODUCTS OR SERVICES USING THE SERVICE, (ii) DAMAGES ARISING FROM THE ACCESS TO THE ORDERING ACTIVITY'S CONTENT, OR DOWNLOADING BY A THIRD PARTY OF PRODUCTS, SERVICES, OR INFORMATION CONTAINED IN THE CONTENT WITHOUT AUTHORIZATION, OR (iii) CREDIT CARD VERIFICATION OR AUTHORIZATION OTHER THAN THOSE MADE BY SPRINT. IN ADDITION, SPRINT WILL, UNDER NO CIRCUMSTANCES, BE LIABLE TO THE ORDERING ACTIVITY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES, EVEN IF SPRINT HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
2. SPRINT WILL NOT BE RESPONSIBLE FOR (i) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF THE ORDERING ACTIVITY, ITS AGENTS, SUBCONTRACTORS, SUPPLIERS, LICENSEES OR USERS; (ii) INTEROPERABILITY OF SPECIFIC ORDERING ACTIVITY APPLICATIONS; (iii) INABILITY OF THE ORDERING ACTIVITY OR ANY USER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDERS, NETWORKS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET; (iv) INTERACTIONS WITH THIRD PARTIES THROUGH THE INTERNET; (v) SERVICES OR EQUIPMENT PROVIDED BY THIRD PARTIES; OR (vi) PERFORMANCE IMPAIRMENTS CAUSED ELSEWHERE ON THE INTERNET. SPRINT WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS BY THIRD PARTIES TO THE ORDERING ACTIVITY'S OR ITS USER'S OR THIRD PARTIES TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF THE ORDERING ACTIVITY'S OR ITS USER'S OR THIRD PARTY'S NETWORK, SYSTEMS, APPLICATIONS, DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD.
3. EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF SPRINT, SPRINT WILL NOT BE LIABLE FOR CLAIMS OR DAMAGES RESULTING FROM OR CAUSED BY: (i) THE ORDERING ACTIVITY'S FAULT, NEGLIGENCE OR FAILURE TO PERFORM THE ORDERING ACTIVITY'S RESPONSIBILITIES; (ii) CLAIMS AGAINST THE ORDERING ACTIVITY BY ANY OTHER PARTY (EXCEPT FOR CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT AS SPECIFIED HEREIN); (iii) ANY ACT OR OMISSION OF ANY OTHER PARTY; OR (iv) EQUIPMENT OR SERVICES FURNISHED BY A THIRD PARTY.

**F. INDEMNIFICATION.**

1. The ordering activity will indemnify, defend and hold harmless Sprint, its parent, subsidiary and affiliated corporations and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, ordering activity proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of claims related to: (i) the negligent or willful acts, errors or omissions of the ordering activity or its employees and agents; (ii) the ordering activity's Content, or the marketing and

promotional activities of the ordering activity or its agents pertaining to the ordering activity's Content; and (iii) any transactions or dealings between the ordering activity and a third party. The claims indemnified under this subsection include copyright, trademark, service mark, patent and any other intellectual property-type claim.

2. Sprint will be indemnified and saved harmless by the ordering activity from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by:
  - 2.1 Negligent acts or omissions of officers, employees, agents, or contractors of the Ordering activity which result in claims and demands for damages to property or for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee's disability or death benefits;
  - 2.2 Any claims arising from information, data, or messages transmitted over the network by the ordering activity including, but not limited to, claims for libel, slander, invasion of privacy, infringement of copyright, and invasion and/or alteration of private records or data; and
  - 2.3 Claims for infringement of patents arising from the use of hardware and software not provided by Sprint in connection with Services.
3. If promptly notified of any action brought against the ordering activity based on a claim that Sprint-provided Services used by the ordering activity infringe a United States patent or copyright, Sprint will defend such action at its expense and will pay any and all fees, costs, or damages that may be finally awarded in such action or resulting settlement. In the event that a final injunction is obtained against the ordering activity prohibiting use of Services by reason of infringement of a United States patent or copyright, Sprint will at its option and expense either:
  - 3.1 procure the right for the ordering activity to continue using the Services; or
  - 3.2 procure alternative Services which furnish equivalent functionality; or
  - 3.3 direct the ordering activity to return such Services to Sprint, and in such event, the Order relating to such returned Services will terminate.

**G. PUBLIC INFORMATION.** The ordering activity understands that the Service may require registrations and related administrative reports that are public in nature and that Sprint may include the ordering activity's designated administrative/technical point of contact(s) and contact information in directories as required by Internet governing bodies (including, but not limited to, Domain Name Service). At the time of order the ordering activity will be asked to provide its written authorization. The ordering activity's inability to provide such authorization may limit the level of service Sprint can provide.

**H. FORCE MAJEURE.**

**Force Majeure Liability.** Neither party will be responsible for any delay, interruption or other failure to perform under the Order due to acts beyond the control of the responsible party. Force majeure events include, but are not limited to: natural disasters

(e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; cable cuts, local exchange carriers' activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and ordering activity decrees.

The affected party will give notice to the other party of any force majeure event. Upon notice, either party may cancel or delay performance without liability (except for payment of any outstanding amounts due the other party) during the force majeure event. If the event continues for more than 60 days and adversely and materially impacts the affected party, that party may terminate any affected elements of Services without liability, or the Order without liability if a majority of Services are affected.

**I. SPRINT'S IP POLICIES.** Sprint's IP Policies are designed to help protect Sprint, Sprint's customers, and the Internet community from irresponsible or illegal activities.

1. Acceptable Customer Conduct Policy

- 1.1 Sprint IP customers shall not, nor shall they permit or assist others to abuse or fraudulently use Sprint IP Products and Services, including but not limited to the following:
  - (a) Sending unsolicited e-mail that causes complaints from the recipients of such unsolicited e-mail; or,
  - (b) Mail bombing (sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts); or,
  - (c) Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "spoofing"); or,
  - (d) Obtaining or attempting to obtain service by any means or device with intent to avoid payment; or,
  - (e) Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Sprint customers or end-users by any means or device; or,
  - (f) Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence <SYN> attacks) to any Sprint customers or end-users; or,
  - (g) Using Sprint's products and services to interfere with the use of the Sprint network by other customers or authorized users, or in violation of the law or in aid of any unlawful act.
- 1.2 Customer Responsibility. Each Sprint IP customer is responsible for the activities of its customer base or end users and, by accepting service from Sprint, is agreeing to ensure that its customers abide by this Policy. Complaints about customers or end users of a Sprint IP customer will be forwarded to the Sprint IP customer's hostmaster for action. If irresponsible or illegal activity continues, the Sprint IP customer's products and services may be subject to termination or other action as Sprint deems appropriate without notice.

1.3 Account Termination. Sprint has the right to terminate the account of an offending customer or take other action as Sprint deems appropriate without notice (e.g., address filtering).

1.4 Policy Modification. Sprint reserves the right to modify this Policy at any time.

## 2. Sprint IP Web Hosting<sup>SM</sup> Policy

2.1 Sprint IP Web Hosting<sup>SM</sup> customers shall not, nor shall they permit or assist others to, abuse or fraudulently use Sprint's IP Web Hosting<sup>SM</sup> Service, including but not limited to the following:

- (a) Disclose the ordering activity Administrator passwords and/or IDs to any third party who has not signed a non-disclosure agreement with the Ordering activity protecting the proprietary nature of information disclosed or made available during the development of the ordering activity's Content. Title to passwords and ID's assigned to the ordering activity Administrator are and shall remain with Sprint, and should be treated by the ordering activity as private and confidential information of Sprint.
- (b) Develop web sites or Content, knowingly or unknowingly, which Sprint considers destructive in nature (e.g., aggressively captures CPUs, memory, and/or I/O to the point where it is seriously degrading performance of the Server and is inhibiting other customer's ability to use the Service).
- (c) Provide material that is, in the sole opinion of Sprint, threatening or harassing, obscene or pornographic, profane, abusive, libelous, socially objectionable, unlawful, discriminatory, offensive, or protected by trade secrets. Sprint will be indemnified and held harmless by the ordering activity from any and all claims and actions, damages, costs, and expenses that arise in connection with the ordering activity's Content.

2.2 Sprint reserves the right to remove Content from its Servers which Sprint, in its sole discretion, determines to be in violation of these Policies. If irresponsible or illegal activity continues, then the Sprint IP Web Hosting<sup>SM</sup> Service may be subject to termination or other action as Sprint deems appropriate without notice.

2.3 ACF/COC Waivers: Sprint will waive 100% of the monthly recurring and one-time installation of ACF and COC charges on Sprint-provided, Domestic IP Dedicated local access lines installed under the ordering activity's Order.

## 3. Dampening Policy

3.1 Dampening Internet Traffic. Sprint dampens Internet traffic to confine network instabilities to a localized area. Network instabilities are caused by customer route flapping. Dampening prevents network instabilities from destabilizing the Sprint Internet Network, other Sprint customer networks, and other portions of the global Internet. Sprint uses Cisco Router IOS BGP to dampen Internet traffic.

### 3.2 Some Definitions

- **Dampen.** To prevent excessive route change announcements from entering the Sprint Internet Network and degrading router performance. Sprint dampens route announcements when the customer exceeds its Dampen Limit. Sprint stops dampening and renews announcing customer routes when the customer reaches its Reuse Limit.
- **Dampen Limit.** Customer penalty value at which point Sprint dampens the customer route announcements. The current Dampen Limit is 2000.
- **Filter.** To control which route announcements are accepted and that are rejected by Sprint's Internet Network. Sprint reviews all customer route announcements to determine address acceptability. Routes determined by Sprint to require rejection are immediately dampened.
- **Penalty.** Numeric value that is assigned to a route announcement when that route announcement flaps. The current Penalty per flap is 1000. Penalty values automatically decrease 100 per minute in the absence of flapping.
- **Route Flap.** Frequent change in state (addition-removal) of customer route announcements. Route flaps are typically caused by BGP session resets; changes in state (on-off) of router; changes in state (up-down) of private line; change in router filter list; high-circuit error rate.
- **Reuse Limit.** Customer Penalty value at which point Sprint automatically stops dampening customer route announcements. The current Reuse Limit is 750.

3.2 **Dampening Process.** Route dampening (introduced in Cisco IOS version 11.0) is a mechanism to minimize the instability caused by route flapping and oscillation over the Internet. To accomplish this, criteria are defined to identify poorly behaved routes. A route that is flapping gets a Penalty for each flap. When the cumulative Penalty reaches a predefined *suppress-limit*, the advertisement of the route is suppressed. The Penalty will be exponentially decayed based on a preconfigured *half-time*. When the Penalty decreases below a predefined Reuse-Limit, the route advertisement will be unsuppressed.

3.3 Sprint dampens route advertisements for both customers and non-customers on flapping (unstable) routes based on a progressive scale. Flapping 24-bit prefixes are held down from minutes to hours until the link is stabilized and remains stabilized for a reasonable period of time.

3.4 Ordering activity customers experiencing route dampening may open a trouble ticket by calling Sprint's Service Management Center (SMC) at 1-800-877-5045.

4. **Internet Service Provider Policy.** Sprint applies specific limitations to its Internet Service Provider (ISP) customers. Sprint considers a customer to be an ISP if Sprint determines that the customer's primary use of its dedicated Internet connection is

to resell Internet access, including the sale of dedicated Internet connections or SLIP/PPP dial-up connections to others, as these require that an IP network, subnet or host number be assigned to the end user.

- 4.1 The following limitations are applied to Sprint's ISP customers:
- (a) ISPs are not eligible to receive Frame Relay-Internet Gateway service
  - (b) ISPs are not eligible to receive ATM-Internet Gateway service
  - (c) ISPs are not eligible to rent routers from Sprint
  - (d) ISPs are not eligible to purchase router maintenance contracts from Sprint
  - (e) ISPs are not eligible to purchase Primary DNS service from Sprint
  - (f) ISPs are eligible to receive Secondary DNS service from Sprint
  - (g) Sprint does not provide Primary DNS or Secondary DNS for customers of Sprint ISP customers

5. IP Address Aggregation and Filtering Policy

5.1 Description of Aggregation and Filtering. "Aggregation" refers to Sprint's implementation of Classless Inter-Domain routing (CIDR) to aggregate multiple IP addresses under a single IP address. "Filtering" refers to the process of intentionally prohibiting IP datagrams with pre-selected IP addresses from entering the Sprint Internet Network. "Announcing" refers to the process of distributing routing tables to other autonomous systems. To maintain Internet stability and optimize Internet performance, Sprint uses efficient aggregation and filtering techniques to reduce the number of globally advertised routes. Customers of other Internet service providers that do not impose strict aggregation/filtering policies are subject to endure a greater number of route announcements and route flaps. Sprint aligned its filtering and aggregation policy with the *IETF Best and Common Practices* (IETF is the Internet Engineering Task Force), Request for Comment de facto standards, and Registry guidelines in the attempt to maintain cohesive routing on the Internet.

5.2 IP Address Aggregation. Sprint aggregates IP addresses to limit the growth of its Internet routing tables. Routing tables have grown quickly, reflecting the growth in number of Internet users. Routers lack the hardware capabilities to efficiently route all IP addresses. Sprint aggregation allows its routers to continue to route efficiently, while simultaneously allowing for the number of Internet users to grow exponentially.

5.3 Aggregation Policies. For Sprint customers, Sprint applies the following aggregation policies:

- (a) For all single-homed customers, Sprint aggregates their IP addresses into IP addresses as short as /16 and /17 address blocks.
- (b) For multi-homed customers, Sprint will announce IP addresses as short as /24. To avoid being filtered by other ISPs, the multi-homed customers must aggregate their own IP addresses. Sprint does not guarantee that customers who announce /24s will not be filtered by other ISPs. Since routers are programmed to direct traffic to the more specific route announcement, Multi-homed customers may want to announce /24s to both of their upstream

ISPs so that their routers would consider other routing metrics, such as AS path, to determine IP datagram path.

5.3 IP Address Filtering. Sprint's Filtering policy affects only multi-homed customers.

Sprint filters IP addresses to enforce CIDR, as described at:

**<http://rs.internic.net:templates/internet-number-request.txt>**

5.4 Listed below are those situations in which Sprint employs filtering for non-Sprint customers. This policy has been in effect since October 1996:

- (a) For Class A addresses (0.1.0.0 through 126.0.0.0), Sprint filters IP addresses longer than /8s (/9, /10, /11, etc.)
- (b) For Class B addresses (128.0.0.0 through 191.255.0.0), Sprint filters IP addresses longer than /16 (/17, /18, /19, etc.)
- (c) For Class C IP addresses (192.0.1.0 through 223.255.255.0), Sprint filters IP addresses longer than /19 (/20, /21, /22, etc.)
- (d) For 195.0.0.0/8 IP addresses, Sprint filters IP addresses longer than /19 (/20, /21, /22, etc.).
- (e) For 206.0.0.0/8 through 223.0.0.0/8, Sprint filters IP addresses longer than /19 (/20, /21, /22, etc.)
- (f) For all Classful addresses not announced before July 1995, Sprint filters IP addresses longer than /19 (/20, /21, /22, etc.)
- (g) Sprint filters IP addresses longer than 172.16.0.0/12 (/13, /14, /15, etc.)
- (h) Sprint filters IP addresses longer than 192.168.0.0/16 (/17, /18, /19, etc.)

## 6. Autonomous System Number Registration Policy

### 6.1 Autonomous System ("AS").

- (a) Autonomous System is defined as a group of routers and networks controlled by a single administrative authority and that use common Internet Gateway Protocol for routing packets. Consequently, dividing lines between autonomous systems may or may not match the physical dividing lines between networks.
- (b) Autonomous systems are identified by AS Numbers (ASNs), globally unique numbers issued by the Internet Assigned Numbers Authority (IANA). Customers who want to multi-home and want to use policy-based routing protocols such as BGP-4 must obtain their own ASN. ASNs are issued according to current need. An organization should only request an ASN when it is already multi-homed or will be multi-homed within one month.
- (c) Ordering activity customers who want to use a non-unique ASN outside of the Internet may use one or more of IANA's reserved ASNs: 64512 through 65535.
- (d) Ordering activity customers who multi-home with multiple ISPs obtain ASNs in a different fashion than customers that multi-home with only Sprint.

- 6.2 Multi-Homing with Multiple ISPs. Customers wanting to multi-home with multiple ISPs (e.g., Sprint and MCI) must obtain an ASN from the IANA using the process described below. Presently, IANA is the only organization that is permitted to register ASNs. (Questions regarding the ASN registration should be directed to the IANA.)

Step 1: Account Team has customer fill out the AS Number Registration Template, available at <ftp://rs.internic.net/templates/asn-template.txt>. When filling out the template, do not alter the version number, field names, field positions, punctuation or spacing. Any such change to the template may cause an error that inhibits IANA's automatic template processing process, delaying the customer's ability to obtain the ASN. The customer needs to verify with IANA that its routing policy that differs from its BGP-4 peers. The template also requests proof that the customer will be multi-homed to multiple ISPs. Points of contact for each of the customer's BGP-4 peers must be included. Sprint's point of contact is: [bgp4-admin@sprint.net](mailto:bgp4-admin@sprint.net).

Step 2: The Ordering activity e-mails the completed template to [hostmaster@internic.net](mailto:hostmaster@internic.net).

Step 3: IANA processes the registration request following INCA guidelines.

- 6.3 Multi-Homing to Only Sprint. Customers wanting to multi-home with only Sprint must still obtain an ASN, but through a different process than if they multi-homed with Sprint and another ISP. Customers may multi-home with Sprint by purchasing dedicated connections at two or more Sprint Internet Node sites - Sprint's Anaheim and Stockton nodes, for example - or by purchasing two dedicated connections to a single Sprint Internet node site. The following process is used to provide ASNs to customers multi-homing with only Sprint:

Step 1: Account Team indicates in the "comments" field of the Order that the customer wants to Multi-Home to only Sprint.

Step 2: Sprint IP Implementations will issue the customer ASN 1790 if the customer has, or is in the process of, obtaining multiple connections to Sprint that utilize the same IP address space.

- 6.4 ASN 1790 Limitations. Customers that use ASN 1790 may not announce ASN 1790 to any ISP other than Sprint, or allow other ISPs to announce ASN 1790. Customers who fail to limit announcements of ASN 1790 as stated above will immediately lose BGP connectivity to Sprint, and possibly have their service terminated. If this occurs, the customer must apply for their own ASN through the IANA. Customers using ASN 1790 who want to run BGP with another ISP must obtain their own ASN from the IANA and cease using ASN 1790. Sprint owns ASN 1790. Customers may NOT retain the use of ASN 1790 if their service with Sprint is terminated, Sprint reserves the right to optimize ASN 1790. Sprint will inform customers using ASN 1790 before such optimization

7. Border Gateway Protocol (“BGP”) Policy

7.1 BGP Requirements. The customer must:

- (a) be multi-homed.
- (b) obtain an AS number.
- (c) use a router running the equivalent of Cisco IOS 10.3 or higher.
- (d) run BGP version 4 or higher.
- (e) not allow unfiltered redistribution of routes from their network into Sprint’s Internet Network, or from Sprint’s Internet Network into the customer’s network. To prevent injections of invalid routes into Sprint’s network, the customer must use explicit distribute-list statements specifically, AS-path filters. AS filters must be inclusive (listing what is allowable), not exclusive (listing what is not allowed).
- (f) aggregate routes as much as possible. Route aggregation limits routing table growth and decreases the likelihood of filtering by other ISPs.

7.2 The customer network configuration listings must be “sane,” meaning that no networks or subnets assigned to other customers may be announced outside of the customer’s network.

**J. REGULATORY PROGRAMS.** Sprint may impose additional charges on the ordering activity to recover actual amounts Sprint is required by regulatory or other ordering activity authorities to collect on behalf of or pay to others in support of statutory or regulatory programs, plus associated administrative costs. Administrative charges are only permitted to the extent that charge applies to other business or ordering activity customers. Examples of these programs include, but are not limited to, the Universal Service Fund, the Presubscribed Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access Sprint’s service.

**SERVICE DESCRIPTION AND ADDITIONAL TERMS AND CONDITIONS  
APPLICABLE TO INTERNET ACCESS SERVICES**

**A. ADDITIONAL TERMS AND CONDITIONS FOR SPRINT IP SERVICES**

*In the event of a conflict between the Terms and Conditions applicable to Electronic Commerce Services contained in Section I and these Terms and Conditions for Sprint Internet Access Services, these Terms and Conditions for Sprint Internet Access Products and Services (“Services”) will take precedence.*

**1. Delivery**

1.1 Delivery.

(a) Delivery Date Delivery dates will be mutually agreed to by the parties and set forth in each ordering activity Order.

(b) Ordering activity-Requested Delay.

(1) The ordering activity may request 1 delay in the delivery date set forth in the Order (“Original Delivery Date”) if: (a) the delay does not exceed 30 calendar days from the Original Delivery Date; (b) Sprint receives the Ordering activity’s written request for the delay at least 10 days before the Original Delivery Date; and (c) the ordering activity pays any additional charges resulting from the delay.

(2) If the ordering activity-requested delay is more than 30 calendar days from the Original Delivery Date, the ordering activity will pay Sprint all out-of-pocket expenses it incurs as a result of such delay.

(3) If Sprint receives the ordering activity’s written notice to cancel the affected Services after the 30<sup>th</sup> calendar day from the Original Delivery Date, the ordering activity will pay Sprint all out-of-pocket expenses it incurs as a result of such cancellation.

**2. Responsibilities of Sprint**

2.1 Sprint will provide, install, operate and maintain the Services as required in the Order. Sprint will not be responsible for cabling that connects ordering activity-provided equipment to the Services.

2.2 Sprint warrants that Services will be in good working order and will in all material respects conform to the requirements of the Order upon the date installed. The ordering activity’s remedy for non-performance of Services in accordance with the terms of the Order will be repair or replacement or cancellation of the affected Services. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

2.3 ACF/COC Waivers: Sprint will waive 100% of the monthly recurring and one-time installation of ACF and COC charges on Sprint-provided, Domestic IP Dedicated local access lines installed under the ordering activity's Order.

### **3. Responsibilities of the Ordering activity**

- 3.1 The ordering activity will: (a) at its own expense provide all necessary preparations required to comply with Sprint's installation and any applicable maintenance specifications, (b) be responsible for the costs of relocation of Services once installed, and (c) provide to Sprint and its suppliers, reasonable access to the ordering activity's premises to perform any acts required by the Order.
- 3.2 The ordering activity will properly use the Services. The ordering activity will be liable for any and all damages to Services located on the ordering activity's premises excluding reasonable wear and tear, and damages caused by Sprint. Upon expiration or termination of the Order, the ordering activity will surrender to Sprint any equipment and other property owned by Sprint and provided to the ordering activity.
- 3.3 The ordering activity will not nor will it permit or assist others to: (a) use Services for any purpose other than that for which they are intended, (b) fail to maintain a suitable environment in accordance with the manufacturer's specifications, or (c) alter, tamper with, adjust or repair the Services. Upon the occurrence of any of the above, Sprint will be completely released from any liability or obligation (including any warranty or indemnity obligation) to the ordering activity relative to the Services; and the ordering activity will be liable to Sprint for costs or damages incurred by Sprint resulting therefrom.
- 3.4 The ordering activity will not, nor will it permit or assist others to, abuse or fraudulently use Services, including but not limited to the following:
- (a) Obtaining or attempting to obtain service by any means or device with intent to avoid payment; or
  - (b) Unauthorized access, alteration, destruction, or any attempt thereof, of any information of another Sprint customer by any means or device; or
  - (c) Using Services so as to interfere with the use of the Sprint network by other customers or authorized users, or in violation of the law or in aid of any unlawful act; or
  - (d) Using Services in a manner which, in the sole opinion of Sprint, is not in accordance with generally accepted rules of Internet conduct as adopted and modified by Sprint. The most current version of this policy is available at <http://www.sprint.net/policy/abuse.html>. A sample has been attached in Section J.1 of Sprint's General Terms and Conditions Applicable to the Purchase of Electronic Commerce Services.
  - (e) Using Services to route traffic between Sprint's Internet network and Sprint's Intranet network.

3.5 Upon the occurrence of any of the above, Sprint may suspend its performance and/or terminate the Order with no further obligation to the ordering activity.

**B. INTERNET ACCESS SERVICE DESCRIPTION**

- 1. Service Overview.** This summary of Sprint's Internet Access Services (Sprint IP Dedicated and IP Dial Services), Gateway services and value added services such as Domain Name Service and Network News, is provided as a convenient reference. Upon ordering Internet Access Services from Sprint, the Ordering activity will receive *Sprint's Internet Use Guide*, as may be amended from time to time by Sprint, containing a complete description of the Services provided for herein.

Sprint has more than 20 years of experience in building and managing advanced data networks for businesses worldwide. Our 100% digital, fiber-optic Synchronous Optical Network (SONET) with four-fiber, bi-directional, line-switched ring (4F BLSR) design is the foundation for all Sprint Internet Protocol network solutions. Sprint provides efficient routes to all Internet destinations, offers the option of creating an Intranet on our IP network facilities dedicated exclusively to business traffic.

Sprint's Internet service uses the Transmission Control Protocol/Internet Protocol (TCP/IP) suite of software, a group of non-proprietary protocols that work with almost every computer worldwide. You will find Sprint's Internet services valuable for the most common communication applications. TCP/IP supports HyperText Transport Protocol (HTTP) for World Wide Web (WWW) use, File Transfer Protocol (FTP), Telnet, Serial Line Internet Protocol/Point-to-Point Protocol (SLIP/PPP), Simple Mail Transfer Protocol (SMTP) for electronic mail use, and many other protocols, including access to the global Internet. Orders for MMB, FDS3, and DS3 Sprint IP Dedicated ports will be accepted subject to availability and require a minimum Initial Order Term of 1 year.

Sprint IP Services are designed to make Internet, Intranet and extranet applications fast, reliable, secure.

**2. Service Highlights**

- Tier 1 Internet provider for high quality, end-to-end connectivity to most of the Internet
- Both Internet and Intranet services available
- Dedicated access connections nationwide
- Local Dial-Up and Toll-Free connections in hundreds of domestic and international cities.
- Browser-based Administrator Utility for dial accounts
- Equipment lease and purchase options available
- Single point Customer Service interface
- Duplicate circuitry for Sprint backbone router redundancy
- One of the most advanced SONET networks in the world
- Two-tiered topology offers redundancy, reliability, and scalability for optimum performance
- Physical-path diversity built into the topology design
- Customer access via dial-up, private line or Frame Relay or ATM gateway services

- Fractional DS3 and NxT1 available for port speeds above T1 and below DS3
- Among the industry's best service level performance guarantees
- Domain Name and Network News Feed services available

### 3. Internet Access Services

3.1 IP Dedicated Services. Sprint IP Dedicated service components include access services, customer premise equipment, and network ports described below.

A. Dedicated Access Services. Sprint offers dedicated access to the Internet via private lines at a wide range of speeds including a variety of fractional DS3 speed and full DS3. This range of access speeds provides a smooth migration path to higher bandwidth requirements.

(1) Dedicated Access Facility. With Sprint Dedicated Internet access, a private line continuously connects your business to Sprint's Internet Network.

(2) Access Connections. The Ordering activity can choose to connect a single circuit to Sprint's Dedicated Internet Access Service alone, or can have multiple connections to Sprint or other Internet service providers.

(a) Single-Homed. Customers with only one connection to the Internet are considered "single-homed." Single-homed customers utilize "static" routing tables that take precedence over routes chosen by dynamic routing protocols.

(b) Multi-Homed. Customers with multiple connections to the Internet are considered "multi-homed." Guidelines for multi-home configurations are available from your Sprint representative.

B. Customer Premise Equipment ("CPE").

(1) Routers. Ordering activities may purchase routers (under SIN 132-8) or lease routers (under SIN 132-3) from Sprint or provide their own. The ordering activity may use any Sprint Certified router it chooses for connecting to the Sprint Internet. But the ordering activity is responsible for configuring, maintaining and managing any ordering activity-provided router. Ordering activity-provided routers also require the ordering activity to furnish the necessary ancillary equipment (cables, routing software etc.) to ensure inter-operability with Sprint's Dedicated Internet service network router. Sprint maintains a list of Sprint-certified CPE routers for use with our Dedicated Internet Access Service.

(2) CSU/DSUs. Sprint IP Dedicated Services utilize Channel Service Units/Data Service Units (CSUs/DSUs). Sprint will assist the ordering activity in selecting the appropriate CSU/DSU to terminate the private line at its site. Typically, access services below 1.544 Mbps require a CSU/DSU; access services between 6 and 12 Mbps require Multi-Megabit Service (described in Section C(3) below).

(3) Ordering activity-Provided CSU/DSU. The ordering activity may obtain a CSU/DSU on its own. But if the ordering activity chooses to lease a router from Sprint, the appropriate CSU/DSU must also be leased from Sprint. Using a Sprint-provided CSU/DSU helps speed resolution of any network problems and facilitates Sprint's ability to address problems remotely.

- (4) In-Band Monitoring. Sprint will provide continuous in-band monitoring of the ordering activity's access link 24 hours a day, 7 days a week. The demarcation point to which Sprint monitors will vary according to who is providing the various CPE components.
- (5) Responsibility of Ordering Activity. Ordering activities will be responsible for arranging and paying for installation, maintenance, and repair (unless otherwise covered under a maintenance agreement) of CPE.

C. IP Dedicated Network Ports.

- (1) Network Port. Dedicated access traffic enters Sprint's Internet network via a port on one of Sprint's customer access routers.
- (2) Access Methods. The following access methods are available for Sprint IP Dedicated ports: (a) Fractional DS1 (FDS1) for port bandwidths between 56 Kbps and 768 Kbps; (b) DS1 for a port bandwidth of 1536 Kbps; (c) NxT1 Multi-Megabit (MMb) for port bandwidths between 3 Mbps and 9 Mbps; (d) Fractional DS3 (FDS3) for port bandwidths between 6 Mbps and 34 Mbps; (e) DS3 for a port bandwidth of 45 Mbps;
- (3) NxT1 and Multi-Megabit T-1 Service (Cisco routers only). Multi-Megabit T-1 service works with NxT1 ports to give the ordering activity the ability to purchase multiple lines without requiring the ordering activity to purchase multiple routers. Multi-Megabit T1 service can work of up to 6 T1s (an aggregate of 9 Mbps).
  - (a) Some Definitions. The following definitions are used in the description of Sprint's Multi-Megabit T1 Service.
    - Load Sharing – general term used to describe the ability to send traffic over multiple paths to a single end point.
    - NxT1 Service – NxT1 gives the ordering activity the ability to purchase multiple T1 lines, at speeds between T1 (1.54Mbps) and DS3 (45 Mbps), without requiring the Ordering activity to purchase multiple routers. NxT1 is the perfect fit for 2 types of customers: (1) a customer with a Cisco router who is interested in more bandwidth than a T1 can provide and; (2) a current T1 customer with a Cisco router who is interested in upgrading their access speed, but doesn't require the bandwidth associated with a DS3 line.
    - Cisco Express Forwarding ("CEF") – Cisco specific switching technology that supports per-destination and per packet load sharing.

- (b) Customers who have a firewall or who are interested in the per packet load sharing option need CEF. CEF has the ability to look at source destination pairs allowing information to travel over multiple T1 links rather than just recognizing the firewall as the destination IP address of the customer.

(4) Fractional DS3 (“FDS3”). As an alternative to NxT1, customers with any Sprint certified router that are interested in bandwidth above T1 and up to DS3, may purchase FDS3. A FDS3 customer has the flexibility to upgrade its service to 45 Mbps. A NxT1 customer with Multi-Megabit Service can only upgrade to 9 Mbps.

D. Transitioning Internet Service Providers (“ISP”). Moving your domain name from one ISP to another must be handled carefully. It’s far more crucial that things proceed smoothly and promptly to reduce downtime. Sprint has a well-defined set of procedures to assist you in switching from another ISP to Sprint. These procedures serve two important purposes.

- First, they help ensure that the downtime of your domain is kept to an absolute minimum.
- Second, these procedures minimize the inconvenience to you in changing your ISP. A Sprint IP implementation engineer will call to schedule cutover and discuss any final issues/concerns.

3.2 IP Dial Services. Sprint dial access lets remote PC users access any Internet host worldwide. By connecting a corporate LAN or host to the Internet, branch offices, telecommuters and employees on the road can connect anytime, just as if they were connected locally. And, when dialing into the Intranet, the user will have access to the dedicated facility of their host site or sites. All dial access is analog dial supporting speeds of 300-56000 bps and ISDN digital speed of 64K (single channel). Future access will include ISDN digital dial at speeds up to 128 Kbps.

A. Internet/Intranet. Sprint’s Internet dial and Intranet dial services utilize the same rotaries but connect to different networks. Unlike Internet dial services, Intranet dial services do not connect the ordering activity to the World Wide Web but instead, connects them to a physically separate network, owned and operated by Sprint, exclusively for corporate/ordering activity use. Access to either network depends on the ID and password provided during the call setup. Internet and Intranet access require different IDs/passwords. Internet IDs cannot access the Intranet and vice versa.

B. Client Software. Sprint’s Web Enabling Software package includes a browser (Netscape Communicator or Microsoft Internet Explorer) and a number finder/dialer program (Sprint IP Client Software or dialer). This software enables Sprint’s medium-large ordering activity IP-Dial customers to access and browse Internet as well as providing support for Electronic Mail, Newsgroups, basic Web Authoring, and Collaboration.

Sprint provides this Client software package (Dialer along with a technical Help Desk) free of charge as a value-added service to make Sprint IP Dial access service easy, quick, efficient, and pleasant to use. Sprint's existing IP Dial customers can download the dialer software from an Internet web site, or they can have the software delivered to them via standard mail delivery.

(1) Dialer Software. The Sprint Dialer software is a simple java based client software application that helps the end-user locate access numbers. Clicking on a number chosen from the search criteria automatically dials the number. With a click of the **UPDATE** button, an end user can download the latest list of phone numbers and any software updates from Sprint's Internet Web site. Features of the Dialer/Number Finder Software are listed below:

- Works with Windows95, Windows98 or WindowsNT version 4
- Search capability to find a local number - easy when on the road.
- Update capability to keep the phone numbers current.
- Retains most recently dialed numbers – helpful if you frequently call the same phone numbers.
- Browser option for ordering activity customers who need to become web enabled (Microsoft Internet Explorer, Version 4.0 or Netscape Communicator Version 4.0.).

(2) Help Desk. A first level help desk is set up to handle questions on the use or installation of the Sprint-provided software. The help desk provides support for problems with configuration and use of the dialer software.

### C. Dial-Up Access Types

(1) Definitions. The below definitions are used in describing IP Dial Services.

- (a) Point-to-Point Protocol (“PPP”). PPP, a serial protocol that connects a computer to a network over a serial line, includes error detection, data compression, and multi-protocol support (IP, IPX, Appletalk, etc.). When a system is connected to Sprint's IP network, a computer can send and receive IP packets just as if it were directly connected to the network. This means that any software on the computer that uses the TCP/IP protocol (such as FTP, World Wide Web, etc.) will work properly.
- (b) Dynamic Address. Dynamic addressing means you get a different IP address each time you dial in. All Sprint rotaries support dynamic addressing.
- (c) Fixed Address. Fixed addressing means you have the same IP address every time you dial in, which offers certain security advantages. Fixed addresses are supported on a unique toll-free rotary.

(2) Toll Free and Local Access. Sprint provides local dial access in more than 300 major cities across the United States. Toll-free access is provided from anywhere in the U.S., including Alaska and Hawaii, and is also available from Canada. And the number of cities continues to expand.

- (a) Toll-Free Access. All toll-free rotaries have similar topologies. The toll-free number's network access servers are located in two cities in the United States for redundancy and fault tolerance. And the associated modems, terminal servers, and hub routers are monitored 24 hours-a-day, 7 days-a-week by the IP Dial Service Center. The T1 connections from the hub routers are provisioned on Sprint's fiber-optic Clearline network which is designed with a loop topology allowing Sprint to reroute services around any breaks or failures within the network.
- (b) Local Native IP Dial Access. Rotaries are located at Sprint sites in several hundred cities across the United States.
- (3) Access Types. Sprint offers the following 4 types of Local and Toll-Free dial-up access:
  - (a) Local Dial, Analog w/PPP and Dynamic IP Address Assignment. Sprint offers analog dial access up to 56 Kbps and ISDN 64K using PPP. Local dial phone numbers are available in several hundred cities throughout the United States. IP addresses are assigned dynamically.
  - (b) Local Dial Access into X.25 Network, Analog and Dynamic IP Address Assignment. Analog dial access via the SprintNet X.25 rotaries located in over 500 cities domestically and over 400 cities internationally. The SprintNet X.25 network uses routers as gateways to connect the SprintNet network to the Sprint IP network.
  - (c) Toll-free Dial, Analog w/PPP and Dynamic IP Address Assignment. Analog dial access up to 56 Kbps using PPP. For users where a local phone number is not available, access is available using a toll-free number. IP addresses are assigned dynamically.
  - (d) Toll-free Dial, Analog w/PPP and Fixed Addressing. Using a separate, unique toll-free number, Sprint offers analog PPP dial access up to 56 Kbps. IP addresses are fixed.
- (4) Authentication. Sprint supports both PAP (Password Authentication Protocol) and CHAP (Challenge-Handshake Authentication Protocol) authentication.
- (5) Administrators. The ordering activity will have the capability to perform the administrative functions for it's end-user base, free of Sprint involvement. The ordering activity may designate one or more persons to add, delete, and/or modify end-user IDs; reset end-user ID passwords; and perform any other required user administration functions.
  - (a) Ordering activity Administrator. The ordering activity Administrator can access the administration tool (Internet Administration Framework) through a dial-up connection. The administration tool is accessed using a web browser and appears as a web page on Sprint's Intranet network. The security within the administration tool requires a separate Administrative

User ID and password from the network dial-up user ID to access the server. Administrators are provided the separate ID and password during the fulfillment process. Sprint's fulfillment process provides the Administrator with the appropriate user IDs and passwords, a list of valid browsers, and an Administrator manual to assist in various administrator functions. Administrator Software requirements are described in the *Internet Use Guide*.

- (b) Administrator Help Desk Support. Sprint provides the Sprint Administrator Help Desk as a resource for the ordering activity Administrator. The Help Desk will assist Administrators in the installation and configuration of their browser software, walk them through their first access to the administration tool, and answer any other questions about server access or functionality. The Administrator Help Desk can also reset Administrative User ID passwords if they are lost or security is compromised at your location. The Sprint Administrator Help Desk works only with ordering activity Administrators designated on the Administrative User ID order.
- (c) Authentication Servers. The ordering activity will use Sprint Authentication servers to perform administrative functions for their base of end-users. Sprint's Dial IP service has two Master Authentication servers, both residing in secure Sprint facilities. The data center provides redundant power supply and network connectivity to ensure high availability. A secondary fail-over authentication server also resides in the secure data center for complete and instantaneous data availability to the secondary server in the event of primary failure. A tertiary authentication server is maintained at a separate location and provides disaster recovery capability

### 3.3 Value-Added IP Services

- A. Domain Name and IP Address Registration Service. The ordering activity will require a unique domain name, and IP addresses for all computer hosts in order to use the Internet. Without a unique identifier, the Internet's routers do not know how to get messages to the appropriate machines. The InterNIC and ARIN are the organizations that register and monitor Domain Names and IP addresses for Internet users.
  - (1) Domain Name. The ordering activity may register for a Domain Name directly with InterNIC.
  - (2) IP Address. For a device to communicate through a TCP/IP network, locally or remotely, it must have a unique identifier, or IP address. The ordering activity will obtain its Class C IP addresses from Sprint's Classless Inter-Domain Routing (CIDR) block of IP addresses assigned to Sprint by ARIN. Sprint manages its CIDR block in accordance with Internet Activities Board (IAB) policy, allocating IP addresses to meet customer needs. CIDR standards allow routers to group routes and speed the communication process. In accordance with ARIN policy, Sprint requires that 80% of each customer's address space be utilized immediately. This policy improves efficient use of IP addresses. Sprint IP addresses are not portable, meaning Sprint retains all

IP addresses issued to its customers. If a customer chooses to terminate service with Sprint, its Sprint-assigned address will be returned to Sprint's CIDR block. But Sprint allows customers who are able to retain IP addresses assigned by other providers to use those addresses with Sprint's dedicated IP service.

(3) **Domain Name System (DNS) Service.** Domain Name System (DNS) looks up customers' mnemonic names (i.e., [www.sprint.com](http://www.sprint.com)) and finds the associated numerical IP addresses – a mandatory step within the Internet's addressing system. Sprint provides redundant DNS services, called "Primary DNS" and "Secondary DNS." Redundant services avoid a single point-of-failure. Sprint operates multiple, geographically dispersed name servers to ensure uninterrupted Domain Name service. Sprint provides Primary DNS at no charge for up to 5 second-level domains. Primary DNS can be provided for additional second-level domains for a fee. Primary DNS is available to non-ISP customers only. Sprint provides Secondary DNS for up to 50 zones.

B. **Network News Feed.** Network News (a/k/a Usenet News), the Internet's version of a public bulletin board, is organized into a hierarchy of over 15,000 news groups that discuss all facets of science, technology, politics, religion, life and other areas. Bulletin boards' names begin with abbreviations, such as "alt" for alternative, "comp" for computer science, and "rec" for recreation. Sprint provides full or partial news feeds to Sprint Dedicated Internet customers. Full news feeds currently exceed 10 gigabytes per day. To successfully receive a full news feed, Sprint recommends that customers purchase 1.544 Mbps service or higher and install terminal equipment with sufficiently advanced processor, memory and disk resources.

## C. CHARGES FOR SERVICES

**1. Pricing Components for Domestic Sprint IP Services.** The following is a description of some of pricing components for Sprint's IP Services that may apply based on the ordering activity's Order.

- 1.1 **Dial Access Charges.** Sprint will charge the ordering activity a fixed charge per remote user per hour for either local or toll free dial access. The hourly rates cover access at any time from any available city. Dial access charges do not include local telephone message and toll charges.
- 1.2 **Sprint IP Dedicated Port Charges.** Sprint will charge the ordering activity a one-time installation charge and monthly recurring charges per Sprint IP Dedicated port.
- 1.3 **User ID Charges.** Sprint will charge the ordering activity a monthly charge per user ID for assignment and administration of the ordering activity-managed user IDs with fixed addressing or Sprint-managed user IDs. Sprint may charge the ordering activity a monthly charge per user ID for ordering activity-managed user IDs with dynamic addressing subject to the ordering activity's specific pricing structure.
- 1.4 **Excluded Charges.** Unless specifically stated, the charges described herein exclude taxes, interest, surcharges, access line charges, access facilities charges, other charges associated with access, fixed recurring charges, feature charges, operator services

charges, directory assistance charges, installation charges, account charges, set up fees, report charges, and other non-recurring charges.

## 2. Domestic IP Dedicated Port Pricing.

2.1 Domestic Port Charges. Sprint will charge the ordering activity the applicable fixed monthly recurring charge (“MRC”) and one-time installation charge from the table below for each Domestic Sprint IP Dedicated port installed during the Order Term. Ports of 45 Mbps and above require a minimum Order term of at least 1-year. The MRC does not include charges for Local Access Facilities, CPE, and other charges described in the Standard Provisions of this Agreement. Local Access Facilities may be either Ordering activity provided or Sprint provided. Charges for Local Access Facilities are as set forth in Sprint FCC Tariff No. 8. Domestic is defined as the 48 contiguous United States and the District of Columbia.

Port Speed	MRC	Installation
56 Kbps	\$ 413	\$ 750
128 Kbps	\$ 652	\$1,000
256 Kbps	\$ 773	\$1,000
384 Kbps	\$ 833	\$1,000
512 Kbps	\$ 890	\$1,000
640 Kbps	\$ 947	\$1,000
768 Kbps	\$ 1,004	\$1,000
T1 (1.5Mbps)	\$ 1,076	\$1,000
3M - Mmb	\$ 2,152	\$2,000
4.5M - Mmb	\$ 3,227	\$2,000
6M - Mmb	\$ 4,303	\$2,000
7.5M - Mmb	\$ 5,379	\$2,000
9M - Mmb	\$ 6,455	\$2,000
6M - FDS3	\$ 5,091	\$6,000
9M - FDS3	\$ 5,659	\$6,000
12M - FDS3	\$ 6,500	\$6,000
15M - FDS3	\$ 7,727	\$6,000
18M - FDS3	\$ 8,864	\$6,000
22M - FDS3	\$10,000	\$6,000
25M - FDS3	\$11,364	\$6,000
28M - FDS3	\$12,727	\$6,000
31M - FDS3	\$14,091	\$6,000
34M - FDS3	\$15,455	\$6,000
DS3 (45Mbps)	\$20,455	\$6,000
OC3 IP	\$67,512	\$6,000

2.2 Installation Credit. The ordering activity may request in writing, a credit equal to 50% of the applicable one-time installation charge for all Ports that have been installed under this Agreement for at least 12 continuous billing months. If a Port has been installed for 24 continuous billing months, the Ordering activity may request, in writing, an additional credit equal to the remaining 50% of the installation charge for that Port.

## 3. Domestic IP Dial Pricing.

- 3.1 IP Dial Access Charges. Sprint will charge the ordering activity the applicable fixed hourly charge, from the table below, per remote user per hour for either local or toll free dial access.

Access Type	Rate per hour
Local Internet Access	\$0.66
Local Intranet Access	\$0.82
Internet/Intranet Toll Free Access	\$5.05

- 3.2 IP Dial ID Charge. Sprint will charge the ordering activity the applicable fixed MRC from the table below for each Domestic Sprint IP Dial ID ordered by the Ordering activity during the Order term.

Sprint IP Dial ID	Addressing	MRC Per ID
Ordering activity-managed	Dynamic	\$ 0
Ordering activity-managed	Fixed	\$10

3.3 Customer-Managed IDs.

- (a) The Ordering activity will assign 1 Domestic ordering activity-managed Sprint IP Dial ID with dynamic addressing to each individual using Sprint IP Dial Service. Sprint will periodically review the ordering activity's Sprint IP Dial account to validate the number of Domestic ordering activity-managed Sprint IP Dial IDs with dynamic addressing assigned to the ordering activity. Sprint may disconnect simultaneous users with the same Domestic ordering activity-managed Sprint IP Dial ID with dynamic addressing.
- (b) Sprint may enable a 15 minute inactivity disconnect timer to disconnect Sprint IP Dial sessions that are idle for 15 minutes or longer.

3.4 Value Added Services

- (a) Domain Name and IP Registration Services. Any ordering activity customer purchasing a Sprint IP Dedicated Port (any speed, flat rate) may receive free primary domain name service for up to 5 second-level domain names.
- (b) Network News Feed. Any ordering activity customer purchasing a Sprint IP Dedicated Port may request 1 Internet News Feed Free of charge. This service is restricted to certain bandwidth and server requirements.

**4. Domestic Dedicated Burstable IP Port Charges.**

- 4.1. Burstable Port Service Description. Sprint's Burstable IP pricing offers a dynamic, usage-based solution for customers with fluctuating, or bursty, bandwidth requirements. With the ability to burst up to full port capacity on demand, Burstable Service assures bandwidth availability at all times without requiring the customer to

pay full port prices. Burstable Services gives the Ordering activity access to the entire port capacity while paying only for a sustained usage pattern.

Burstable Service is best suited to customers:

- looking for usage-sensitive pricing
- with bandwidth requirements that fluctuate from month to month
- who expect to increase their bandwidth requirements rapidly over the next 6 to 12 months
- who are larger, content-heavy customers

(1) **Utilization Calculation.** Sprint will determine the ordering activity’s port utilization and charges at the end of each month. Port utilization is calculated as follows:

- (a) All ingress and egress traffic will be measured separately in 5-minute intervals (“Measurement Values”).
- (b) The ingress Measurement Values for the billing period will be ranked from highest to lowest, and the top 5% of the Measurement Values will be discarded.
- (c) The egress Measurement Values for the billing period will be ranked from highest to lowest, and the top 5% of the Measurement Values will be discarded.
- (d) The next highest Measurement Value (the higher of the ingress or egress), after discarding the top 5% will be the 95<sup>th</sup> percentile port utilization.
- (e) The 95<sup>th</sup> percentile utilization value will be used to determine the monthly charge from the applicable pricing table in subsection 2.2.C. below. Monthly charges will be determined solely by Sprint’s utilization data.

(2) **Example:** *If a Burstable DS3 port has a port utilization of 12.41Mbps in a particular month, the customer will be billed the monthly amount associated with the bandwidth range in which the port utilization falls. In this example, it falls within the range of 12.01–13.50 Mbps with a resulting charge of \$9,138.48 for that month.*

<b>Port Speed (Mbps)</b>	<b>Percentage Tiers</b>	<b>Monthly Port Price</b>
0 - 9.00	0% - 20.12%	\$7,786.34
9.01 - 10.50	20.13% - 23.47%	\$8,165.09
10.51 - 12.00	23.48% - 26.82%	\$8,759.73
12.01 - 13.50	26.83% - 30.18%	\$9,138.48
13.51 - 15.00	30.19% - 33.53%	\$9,845.99

- B. Service Availability. Burstable service is offered as a standard billing option for new and existing Sprint dedicated Internet and Intranet customers. The Ordering activity will be able to select its bandwidth ceiling through its port bandwidth selection. The bandwidth ceiling options are 1.5Mbps (DS1), 45Mbps (DS3), 155Mbps (OC-3), for Internet. Ceiling options for Intranet are 1.5Mbps (DS1) and 45Mbps (DS3).
- C. Burstable Service Pricing Tables.

- (1) Burstable DS1 Installation: \$1,000

<b>Port Speed (Kbps)</b>	<b>Percentage Tiers</b>	<b>Monthly Port Price</b>
0 - 256	0% - 16.67%	\$992.33
256.01- 384	16.68% - 25.00%	\$1,071.11
384.1 - 512	25.01% - 33.33%	\$1,144.58
512.01 - 1536	33.34% - 100%	\$1,341.53

- (2) Burstable DS3 Installation: \$6,000

<b>Port Speed (Mbps)</b>	<b>Percentage Tiers</b>	<b>Monthly Port Price</b>
0 - 9.00	0% - 20.12%	\$7,786.34
9.01 - 10.50	20.13% - 23.47%	\$8,165.09
10.51 - 12.00	23.48% - 26.82%	\$8,759.73
12.01 - 13.50	26.83% - 30.18%	\$9,138.48
13.51 - 15.00	30.19% - 33.53%	\$9,845.99
15.01 - 16.50	33.54% - 36.88%	\$10,224.74
16.51 - 18.00	36.89% - 40.24%	\$11,091.32
18.01 - 19.50	40.25% - 43.59%	\$11,470.07
19.51 - 21.00	43.60% - 46.66%	\$12,035.93
21.01 - 45.00	46.67% - 100%	\$23,482.50

(3) Burstable OC3 Installation: \$6,000

<b>Port Speed (Mbps)</b>	<b>Percentage Tiers</b>	<b>Monthly Port Price</b>
00.00 - 45.00	0% - 28.94%	\$27,945.70
45.01 - 55.00	28.95% - 35.48%	\$32,595.98
55.01 - 65.00	35.49% - 41.94%	\$37,292.48
65.01 - 75.00	41.95% - 48.39%	\$41,988.23
75.01 - 85.00	48.40% - 54.48%	\$51,229.73
85.01 - 100.00	54.49% - 64.52%	\$53,705.99
100.01 - 125.00	64.53% - 80.07%	\$65,423.76
125.01 - 155.00	80.08% - 100%	\$79,467.05

(4) Burstable 100mb Fast Ethernet Installation: \$6,000

<b>Port Speed (Mbps)</b>	<b>Percentage Tiers</b>	<b>Monthly Port Price</b>
0.00 - 20.00	0% - 20%	\$15,521.93
20.01 - 25.00	20.00% - 25.00%	\$18,558.75
25.01 - 30.00	25.01% - 30.00%	\$21,257.72
30.01 - 35.00	30.01% - 35.00%	\$23,620.37
35.01 - 40.00	35.01% - 40.00%	\$25,644.41
40.01 - 45.00	40.01% - 45.00%	\$27,331.36
45.01 - 50.00	45.01% - 50.00%	\$29,525.08
50.01 - 60.00	50.01% - 60.00%	\$32,392.97
60.01 - 70.00	60.01% - 70.00%	\$35,429.79
70.01 - 80.00	70.01% - 80.00%	\$37,791.68
80.01 - 90.00	80.01% - 90.00%	\$39,479.39
90.01 - 100	90.01% - 100.00%	\$40,491.41

**SERVICE DESCRIPTION AND ADDITIONAL TERMS AND CONDITIONS  
APPLICABLE TO RPOST SERVICES**

**A. ADDITIONAL TERMS AND CONDITIONS FOR RPOST (R)EGISTERED E-MAIL<sup>SM</sup> SERVICES**

**1. Definitions.** Capitalized terms used in this Agreement without definition will have the meanings set forth below:

- **Ordering Activity** - Any entity authorized to purchase from a GSA Federal Supply Schedule that purchases Registered e-Mail services
- **End-User** - any individual authorized by the ordering activity to send Registered e-Mail pursuant to this Agreement
- **Global Network** - access to the global registered e-mail infrastructure and network
- **National Mail Server** - the servers owned and operated by RPost and equipped to provide the Service
- **(O)fficial Registered e-Mail** - an enterprise offering of (R)egistered e-Mail for ordering activity use, with enhancements for ordering activities to private label with their seal and to manage transmission of the correspondence in a method that supports Freedom of Information Act disclosure-exemption functionality as appropriate
- **(R) Enabler Software** - proprietary software owned by RPost to enable the Ordering activity to access the Service. Triggers can be (R), (O) or other trigger letters
- **Registered E-Mail** - Registered e-Mail that is developed and powered by RPost. Registered e-Mail(SM), (R)egistered e-Mail(SM) and (R) (SM) are service marks owned by RPost
- **RPost** - RPost Inc., supplier of Registered e-Mail services and or its parents and subsidiaries
- **Sender** - any End-User who sends Registered e-Mail
- **Service** - the Service powered by RPost technology that tracks the delivery of e-mail and provides a return receipt to the sender of e-mail with a time/date seal
- **Supplier** - RPost Inc.

**2. Services Implementation.** Ordering activity is granted a non-exclusive limited sublicense to use RPost (R)Enabler Software, enabling the ordering activity and/or End-Users to send (O)fficial Registered e-Mail by routing their outbound

Registered e-Mail through National Mail Servers and the Global Network for registered e-mail.

### **3. Proprietary Rights.**

- 3.1 Proprietary Rights. The ordering activity hereby agrees and acknowledges that Supplier, RPost Inc. (“RPost”), is the sole and exclusive owner of RPost technology, processes and services (including the (R) Enabler Software), and all RPost copyrights, trademarks, service marks, trade secrets, patents, and other proprietary rights used in connection with the Service. The ordering activity agrees and acknowledges that all Registered e-Mail Sponsors are the sole and exclusive owners of their copyrights, trademarks, and service marks used in connection with the Service. The ordering activity shall not reverse engineer, copy, modify, distribute, or transfer to any third party any of the (R) Enabler Software or related products. The ordering activity also shall not distribute or provide access to the Service to any third party, except as provided by this Agreement.
- 3.2 Return of Software. The ordering activity must return the (R) Enabler Software to Supplier upon the termination or expiration of this Agreement, whichever is earlier.

### **4. Privacy**

#### **4.1 Collection and Use of the Ordering activity Information.**

- (a) Supplier collects the following information when End-Users use the Services: sender name, sender e-mail address, date and time that the Registered e-Mail was sent, to whom the e-mail was addressed, the size of the e-mail file, the size of any attachment, the Internet Service Provider, and information listed within the parenthesis on the subject field of the Registered e-Mail. This information will be used to respond to your concerns/inquiries regarding mail services or other issues relating to the Supplier.
- (b) Supplier may disclose this information to an appropriate domestic ordering activity for law enforcement purposes, but only upon formal request therefor specifying the applicable laws or regulations requiring disclosure. If a supplier is requested or required (by laws or regulations, interrogatories, formal requests for information or documents, subpoena civil investigative demand or other process) to disclose Confidential Information to a legal, regulatory or governmental authority, the company will so advise the senders’ ordering activity.

- 4.2 Access to Contents of Registered E-Mail. The ordering activity understands and agrees that Supplier will have access to the content of Registered e-Mail, during processing, only in the event that such access is required (i) to repair a National Mail Server or otherwise ensure the smooth operation of the Service; (ii) to investigate or prevent the abuse of the Service; or (iii) as

required by law. Such contents are Confidential Information of the ordering activity to the extent permitted by applicable law.

## 5. Service Contract

5.1 Failure to Provide Service. The ordering activity will be notified if their Registered e-Mail is undeliverable or if the Service is unavailable. **THE ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE TO PROVIDE THE SERVICE IS THAT SUPPLIER WILL RE-PERFORM THE APPLICABLE SERVICE. SUPPLIER HAS NO OTHER RESPONSIBILITY OR LIABILITY FOR ANY SUCH OUTAGE OR ANY FAILURE TO DELIVER AN E-MAIL.**

5.2 Disclaimer Of Service Contract. Supplier does not control the ordering activity's desktop computer hardware, software and network services provided by the ordering activity to allow access to the Service. The computer desktop and network performance and/or nonperformance can impair or disrupt the ordering activity's connections to e-mail, the Internet, or portions thereof, and the transmission of data. Accordingly, Supplier disclaims any and all liability resulting from or relating to such events.

6. **Indemnification.** To the extent permitted by applicable federal law, the ordering activity shall indemnify and hold Supplier harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of or connected with data or content in the ordering activity's systems or Web site or in the ordering activity's or End-User's e-mail or otherwise used or transmitted by the ordering activity or End-User, or arising out of or connected with the ordering activity's business activities.

## 7. Limitation Of Liability; Limitation Of Remedy

7.1 Limitation of Damages. In no event shall Supplier be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation loss of use, interruption of business, loss of data or loss of profits, arising out of or in any way connected with this agreement, the service or any software applications, even if Supplier has been advised of the possibility of such damages. In no event will Supplier have liability for any amount in excess of the amounts paid by the ordering activity under this agreement.

7.2 The Ordering Activity Content. In no event shall Supplier be responsible or liable with respect to any inaccuracy, illegality, misinformation or any violation of a third party right or interest associated with or directly or indirectly arising out of the ordering activity's content.

8. The Ordering activity Equipment. Supplier assumes no liability for damage to, or loss of, any ordering activity equipment resulting from any cause other than the gross negligence or willful misconduct of Supplier. To the extent Supplier is liable for any damage to, or loss of, the ordering activity equipment for any reason,

such liability will be limited solely to the then current replacement value of the ordering activity equipment, excluding lost data or software.

## B. (R)EGISTERED E-MAIL<sup>SM</sup> SERVICE DESCRIPTION

1. **Service Overview.** (R)egistered e-Mail, a unique technology, reduces business risk by increasing accountability for important electronic communications. It offers similar protection for electronic messages that registering a letter gives to regular mail. When you send a (R)egistered e-Mail, you receive an e-mail Delivery Receipt that proves exactly when you sent your message and when it was delivered to the person you sent it to. It provides an indisputable permanent electronic record of the time the message was sent, time received by the recipient, what was said, and what was attached. It provides ultimate proof of their original e-mail. The RPost system does not require recipient interaction and does not store any e-mail.

### 2. Service Highlights.

- More Useful Proof Of Receipt Than Certified Or Registered Mail: it is instantaneous, does not require the physical presence of a human at the time of receipt, actively solicits and records the acceptance dialog from the receiver, and often provides proof, not only of receipt by the receiver, but also that the e-mail has been opened for reading.
- Quick to Install. Can be installed for an entire organization in minutes. The service requires no extra desktop software and no extra hardware.
- Simple to Use. Once enabled the sender need only type an (R) in the beginning of the subject line to send an e-mail registered. The receiver is aware that the e-mail was registered, but is not required to respond in any way – no click-throughs, no downloads, no extra software required, no need to be on-line or website access.
- (O)fficial Registered e-Mail<sup>SM</sup>. An enterprise offering of (R)egistered e-Mail for ordering activity use. Provides enhancements for ordering activities to private label with their seal and to add *For Official Use Only* Freedom of Information Act disclosure-exemption functionality as appropriate

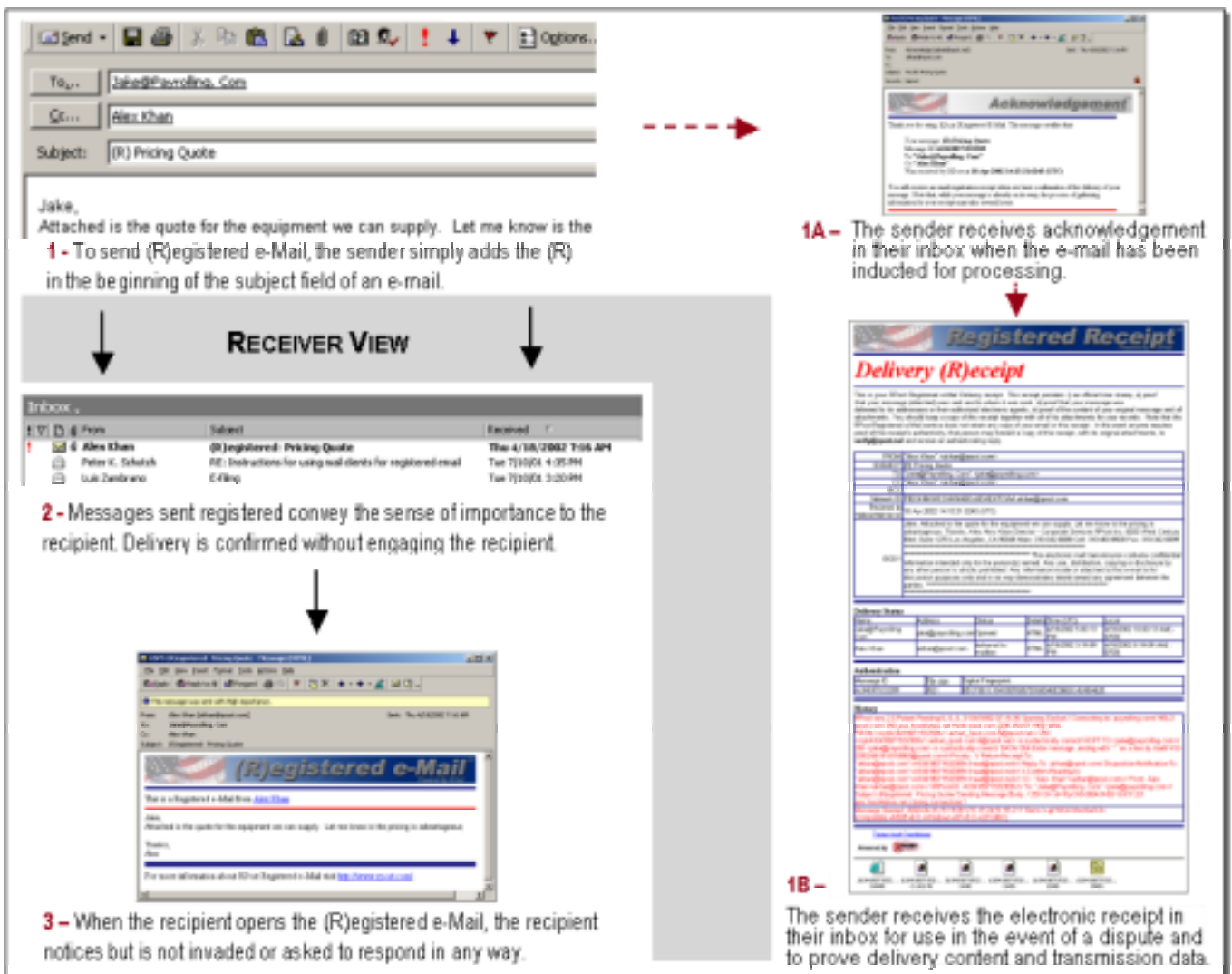
### 3. (R)egistered e-Mail Services.

3.1 Accountability. Using (R)egistered e-Mail reduces business risk by increasing accountability for important electronic communications.  
*Accountability = (Sender has Verifiable Proof) + (Receiver is Aware Sender has Proof).*

A. The sender has verifiable proof. RPost allows the e-mail sender to prove *\*what\** was sent, *\*when\** it was sent, *\*whether\** it was delivered, and *\*when\** it was delivered and *\*accepted\**. This proof is in the form of an electronic receipt, which is returned to the sender and can be authenticated at any time.

B. The receiver is aware the sender has proof. Immediately upon receipt of a (R)egistered e-Mail, the receiver is alerted in the inbox that the e-mail has been registered, and once again when they open the e-mail. The receiver is notified but not required to respond in any special way.

- C. The combination of actual proof and awareness of this indisputable record of the e-mail and transmission creates accountability. It minimizes denial of e-mail receipt, minimizes shirking of responsibility, quickly resolves disputes, and lets managers better understand what information has actually been transmitted, to whom, and when. Below is a snapshot of how (R)egistered e-Mail works.



### 3.2 Uniqueness of Technology

- A. (R)egistered e-Mail is virtually the only system that can confirm delivery to any and all Internet mail servers without requesting a response from the recipient. As many e-mail specialists know, large portions of the mail servers in cyber world do not follow the Extended SMTP mail

protocol. This means is that many of the mail servers speak "different dialects of e-mail language". And e-mail software tools such as Outlook, Eudora and the others, as well as services such as AOL, Hotmail, and Yahoo Mail that provide delivery confirmation receipts, incorrectly inform the sender of the delivery status of their e-mail - false delivery confirmations and false rejections.

- B. By contrast, RPost provides third party proof that a message was sent and delivered to the recipient's mail server, whether or not the receiving mail server conforms to the Extended SMTP mail protocol. Thus, RPost is the only system that can confirm delivery to any and all Internet mail servers without requesting a response from the recipient. RPost does this seamlessly, without plug-ins or additional software for the sender, and without requiring any response from the receiver of the e-mail.

### 3.3 (R)egistered e-Mail Technology.

- A. Authentication/ Proof of Delivery RPost provides proof of e-mail delivery in the form of a receipt that is returned to the sender of a (R)egistered e-Mail. It is important that the sender can authenticate this receipt and prove that it is a genuine and unaltered product of the registration system at any time during the life of the receipt. Accordingly, RPost receipts have been created as digitally signed and tamper proof documents. These Delivery Receipts hold an extensive amount of information including:

- Information about (R)egistered e-Mail and the verification process
- Body text, subject, sender, and recipients of original e-mail
- Time the e-mail reached the National Mail Servers™ for processing
- Delivery status for each recipient with delivery time-seal tied to U.S. Atomic Clock
- Private digital signature, for verifying authenticity at any time in the future
- Authentication fingerprints, original message, and each attachment with its digital fingerprint
- Audit of Internet delivery history and recording of the dialog with recipient's authorized electronic agent to collect their e-mail
- Attached and embedded encrypted copy of original e-mail, ready for authentication

Together, this information proves delivery, authenticates the message contents, increases accountability for the sender, proves time sent, and proves that the message was delivered. The Delivery Receipt is returned to the sender's inbox so that it can easily be authenticated at any time in the life of the electronic receipt.

- B. Facilitates Dispute Resolution. In the event of a delivery status, message content or attachment content dispute of a (R)egistered e-Mail, the sender is able to forward a copy of the Delivery Receipt of the e-mail in question to the contesting party. If the dispute continues, the receipt can be forwarded in electronic form to the National Mail Server™ for receipt authentication, by forwarding it to [verify@rpost.net](mailto:verify@rpost.net). The National Mail Server™ holds the

key to regenerate a digital fingerprint for the Delivery Receipt and match it with the one embedded and encrypted within the receipt. After comparing fingerprints, a Receipt Authentication will be sent stating that the Receipt is either valid or invalid. If valid, the encrypted, original pre-authenticated e-mail embedded on the Delivery Receipt is decrypted and sent back to the person who requested the authentication. As long as the Delivery Receipt is kept in the digital format, the sender can verify the (R)egistered e-Mail at anytime and as many times as necessary.

C. Low Cost Alternative to PKI. (R)egistered e-Mail is a simple, low cost alternative to PKI technology. Technically, RPost has chosen not to use conventional Public Key digital signatures. Conventional, public key digital signature technologies are unsuited to RPost's purposes on two counts.

(1) Public Key signed documents are "fragile" in the sense that any change in the document voids the signature. This means that one cannot forward a digitally signed document without invalidating the signature. In some mail clients, even attaching the original e-mail message to another message can void the signature. But to serve their intended purpose, Delivery Receipts should be documents that can be passed through many hands without losing their integrity. Thus, in the event of some legal action, review, or question of the content of the e-mail, many copies of a receipt might have to be circulated to litigants, employers and other interested parties.

(2) Authenticating Public Key signed documents requires access to technology that is not universally available. Thus, a Public Key signed document received on a web based mail system like MSN Hotmail, or a terminal mail system like PINE, will appear only as a document with a meaningless attachment and NOT prove who the sender was or whether the e-mail has been altered.

(3) Therefore, as the Delivery Receipt is forwarded to the RPost National Mail

Server™

(*RPost secure infrastructure that processes the Nation's Registered e-Mail*) the digital signature on it is compared to the one that is instantly regenerated for verification.

RPost

receipts incorporate two forms of encryption algorithms: the SHA-1 hash and Triple

DES

algorithm. RPost has chosen these algorithms because their mathematical cogency is undisputed and recognized in law. RPost uses encryption components that are based

on

open cryptographic standards - the algorithms defined by these standards are the most widely used in the world today, and are counted among the strongest available in the commercial sector. They are tested for compliance with these standards by

independent

laboratories, and validated by both the United States and Canadian governments.

Triple

DES utilizes a 168-bit key, and was developed by the U.S. Government to provide

strong

security for sensitive data.