EMPOWERED EDUCATION℠
SOFTWARE PRODUCT ANNEX

This Empowered Education Software Product Annex, together with the Standard Terms and Conditions for Communications Services, Master Services Agreement or Empowered Education Software Sales Agreement, as applicable, (the “Agreement”) establishes the terms and conditions for the purchase of Empowered Education products (“Products”) by Customer.

1. **Order.** Customer will place an order for the Products either concurrent with the execution of the Agreement or later via a Sprint-provided order form or other Sprint-approved purchase order form (“Order”). The terms of the Agreement will prevail over any inconsistent terms in an Order. Orders cancelled less than 30 business days before the delivery date are subject to a late cancellation fee equal to the greater of 25% of the purchase price or any costs imposed on Sprint by third parties as a direct result of Customer’s late cancellation.

2. **Term.** The initial term of the Agreement will begin on the date this Agreement is signed by both parties and continue for 12 months (the “Term”). Customer may renew the Term for successive 12-month term(s) by giving Sprint at least 90 days’ advance written notice of its intent to renew before the termination date, subject to Sprint’s acceptance. Sprint will notify Customer within 30 days of receiving Customer’s notice if it does not accept the renewal.

3. **Price.** Customer will purchase the Products for the prices stated, if ordered within 30 days of the price quote. Prices may be modified annually for new software version releases and as otherwise required by the Product software vendor(s) from time to time.

4. **Delivery.** Sprint will use commercially reasonable efforts to deliver the Products to Customer on the targeted delivery date, as long as Customer has satisfied all contingencies to its purchase including funding and Customer Responsibilities no later than 30 business days before the delivery date. “Deliver” will be defined as the successful transmission to Customer of passwords or other information required for Customer to access the Products.

5. **Acceptance.** Customer will have five (5) days to inspect and either accept or reject the Products. Customer will provide Sprint with written details of the reason for any rejection and provide Sprint with a reasonable period of time to cure.

6. **Invoice and Payment.** Unless otherwise stated in the applicable Order, Sprint will invoice Customer in advance in a lump sum for the total amount owed during the Term.

7. **Warranty.** Unless otherwise noted in the Order, Sprint warrants that the Products will perform according to their documentation and specifications for 90 days from the actual Delivery date. The obligation of Sprint under this warranty is limited to the repair or replacement (with comparable functionality) of any Product found to be defective with respect to manufacturer's specifications under normal and proper use. If repair or replacement is unsuccessful, Sprint will refund to Customer the pro rata value of the Product as of the date that Customer reported the warranty issue.
8. **Customer Support.** Sprint will provide helpdesk, remote diagnostic and network emergency assistance to Customers to resolve support issues related to the Products. Customer remote help desk support (“Customer Support”) will be available between 8:00 AM and 8:00 PM Eastern Standard Time (“Standard Hours”). Customer will appoint one single point of contact for resolution of all Product support issues to whom Sprint will issue the Customer Support phone number. Sprint will respond to any request for emergency support within two (2) hours even if request is made outside Standard Hours. “Emergency Support” means inability to access the Empowered Education software.

9. **Customer Responsibilities.** Customer must:

   9.1. Provide Sprint one contact name (including phone number and email address) per location and one contact name (including phone number and email address) per district for Customer Support and other administrative issues;

   9.2. Provide Sprint a list of names including each user;

   9.3. Provide Sprint all requested technical information required before the Products can be Delivered.

10. **Additional Products.** If Customer elects to order additional Products, Customer will be required to enter into a new contract if the Products are ordered less than 30 business days before the Delivery Date of the original Order. No refunds will be issued if all licenses or sublicenses are not deployed.

11. **Substitute Products/Services.** Except as may be related to applicable warranty provision, Customer may not substitute any other products for Sprint-provided Products during the Term. Customer may add Products by entering into a new contract for additional Products and Services as provided above. Sprint may substitute functionally equivalent and compatible Products, at Sprint’s discretion, as long as such substitution complies with applicable E-Rate rules and regulations.

12. **License of Software.**

   12.1. **General.** "Software" means any program stored on any media, including but not limited to, magnetic tape, semiconductor device, disk, or other memory device, or computer memory and including related items. Sprint grants to Customer a nontransferable, royalty-free, revocable sublicense to use the Software during the Term, provided that the Software is only to be used for the purposes contemplated by the parties and for which it was acquired. This right is contingent on payment of applicable license fees (rental price), if any.

   12.2. **Ownership.** Customer acknowledges that the Software is proprietary to Sprint or Sprint’s third party vendors. Title to the Software will remain with Sprint or the third-party owners.

   12.3. **Right to Copy.** Customer may copy the object code of the Software for back-up or archival purposes. Each copy of the Software made by Customer will include the proprietary notice contained in the Software as delivered by Sprint.
12.4. Limitations. Customer will not (and will not assist any third party to) reverse assemble, reverse compile or reverse engineer the Software.

13. Cancellation. If Customer cancels all or any portion of an Order during the Term, Customer will remain liable for payment of the entire Order and no refunds will be issued for advance payments.

14. Termination. Sprint may terminate this Agreement with 30 days’ written notice if it is unable to procure the Products from its vendors. Amounts paid in advance for Products not delivered will be refunded.