

STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES ("STANDARD TERMS AND CONDITIONS")

1. **GENERAL.** These Standard Terms and Conditions contain general provisions that apply to Customer's purchase and use of all Products and Services. "Agreement" refers to the written service agreement signed by Customer for the purchase of Products and Services and all attachments, documents incorporated by reference, and related Order(s).
2. **TERM.** The Agreement begins on the Effective Date and the terms and conditions set forth in these Standard Terms and Conditions will remain in effect for as long as Sprint provides Products and Services to Customer ("Term"). The terms and conditions set forth in an attachment will remain in effect for as long as Sprint provides the applicable Products and Services described in the attachment; provided that the pricing and discounts set forth in an attachment may be subject to an expiration date as stated in the attachment.
3. **RATES AND CHARGES**
 - 3.1. **Pricing.** If Customer purchases a Product or Service that is not priced in the Agreement, Customer's pricing will be based on Sprint's then-current list price at the time of purchase. Unless expressly stated otherwise, the pricing terms in an attachment may not be available if an indirect sales agent is involved in the transaction.
 - 3.2. **Rate Adjustments.** Sprint may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges may include state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges, and the amounts may vary. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on Services that Sprint in good faith has treated as exempt, Sprint will bill Customer the CUSC for such Services beginning on the date the FCC establishes such Services became subject to USF contributions.
 - 3.3. **Taxes.** Sprint's rates and charges for Products and Services do not include taxes, nor do the rates and charges contemplate that taxes will be deducted or withheld by Customer from the payments Customer makes to Sprint. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Customer will not deduct any withholding taxes (or taxes deducted at the source) from any invoiced amounts. Customer will pay Sprint as if no withholding taxes were applied, and will additionally pay any withholding taxes to the relevant authorities in accordance with applicable law. To the extent Customer deducts withholding taxes from any invoiced amount, Customer agrees to indemnify Sprint in the amount of Customer's deduction of such withholding taxes. Customer will not be responsible for payment of Sprint's direct income taxes, employment taxes, and any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.
4. **ORDERS, BILLING AND PAYMENT**
 - 4.1. **Orders.** Customer is responsible for all Orders issued under the Agreement, including Orders placed by Customer's Affiliates that have not entered into an Affiliate Enrollment Agreement with Sprint. Sprint may accept an Order by (A) signing and returning a copy of the Order to Customer; (B) delivering any of the Products or Services ordered; (C) informing Customer of the commencement of performance; or (D) returning an acknowledgment of the Order to Customer. The terms and conditions in any Customer-generated Order template will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by the Agreement. Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer will pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason. Sprint will notify Customer of rejected or canceled Orders.
 - 4.2. **Billing.** In general, for recurring Services, Sprint bills fixed Service charges in advance and usage-based charges in arrears. Depending on the Product or Service ordered, Sprint may begin billing Customer on the date the Products or Services are made available to Customer, or on the delivery date specified in the Order. If Sprint cannot make available a Product or Service due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order or, if no date is specified, any time 30 days or more after Sprint receives the Order. **Unless otherwise agreed by the parties in writing, Sprint will bill Customer electronically and will notify Customer via email when the bill is available for viewing.**
 - 4.3. **Payment Terms.** For the Products and Services acquired under the Agreement, Sprint will bill Customer, and Customer will pay Sprint, in United States dollars (USD) by the Due Date indicated on Customer's bill (the "Due Date"). Except as provided in the Disputed Charges section below, if Customer fails to pay all amounts due by the Due Date, then Sprint reserves the right to charge a late fee (up to the maximum allowed by law). Customer may not offset credits owed to Customer on one account against payments due on the same or another account. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment

obligations include late charges and third party collection costs incurred by Sprint to collect past due amounts, including reasonable attorneys' fees. Customer agrees to remit payments using cash, check, or electronic fund transfer. Customer must contact its assigned Sprint representative to use an alternative form of payment.

4.4. Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) pays all undisputed charges on or prior to the Due Date; and (B) within 30 days of the Due Date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the negotiation process outlined in the Dispute Resolution Section below. If Sprint determines, in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

4.5. Payment History. Sprint's provision of Products and Services is subject to Sprint's credit approval of Customer. If (A) Customer is a sole proprietor, or (B) Customer's signatory to the Agreement is an individual who owns directly or indirectly more than 50% of the total voting securities or other similar voting rights of Customer ("Customer's Principal"), then Sprint may obtain both Customer's business credit report and personal consumer credit reports for Customer and Customer's Principal, as applicable. Customer's Principal agrees that Sprint may provide information from his or her personal consumer credit report to Customer. If Customer's or Customer's Principal's financial circumstance or payment history is or becomes reasonably unacceptable to Sprint, then Sprint may require adequate assurance of future payment as a condition of providing Products and Services to Customer. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

5. WARRANTIES. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

6. EQUIPMENT AND SOFTWARE

6.1. Non-Sprint Equipment or Software. Customer is responsible for curing any impairment to Product or Service quality that is caused by equipment or software not provided by Sprint. Customer will continue to pay Sprint for Products and Services during such impairment.

6.2. Software License. Customer is granted a non-exclusive and non-transferable license or sublicense to use software provided with a Product or Service, in accordance with the applicable software licensing terms. No rights are granted to source code. Customer cannot use any software on behalf of third parties or for time share or service bureau activities and cannot reverse engineer, decompile, modify, or enhance any software. Sprint may block or terminate Customer's use of any software if Customer fails to comply with applicable licensing terms.

7. USE OF PRODUCTS AND SERVICES

7.1. Acceptable Use Policy. If Customer uses Products or Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint. Customer will prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

7.2. Resale. Customer agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users. Customer may not resell or lease Products and Services to any third party unless specifically set forth in an attachment.

8. CONFIDENTIAL INFORMATION

8.1. Definitions. "Confidential Information" means nonpublic information (A) about the Discloser or the Discloser's business and operations, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with the Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (C) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes the pricing and terms of the Agreement. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

8.2. Nondisclosure. Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other Sprint or Sprint Affiliate services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without

restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

- 8.3. Injunction.** The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under the Agreement will not raise the defense of an adequate remedy at law.
- 8.4. Customer Proprietary Network Information; Privacy.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. Sprint's privacy policy, as amended from time to time, includes information about Sprint's CPNI and other data practices and can be found at www.sprint.com/legal/privacy.html.
- 8.5. Use of Name, Service Marks, Trademarks.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.
- 9. LIMITATIONS OF LIABILITY.** The parties are commercial entities and acknowledge that each has had the opportunity to seek advice from counsel pertaining to the Agreement.
- 9.1. Damage Limitations.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligence or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. Customer's payment obligations, liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 9.2. Damage Waivers.**
- A.** NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS (INCLUDING LOST REVENUE AND LOSS OF BUSINESS OPPORTUNITY, AND REGARDLESS OF THE THEORY FOR RECOVERY), OR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT.
- B.** Sprint is not liable (i) for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment; (ii) for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint; or (iii) if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

10. INDEMNIFICATION

- 10.1. Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against the indemnified party by a third party (collectively, "Claims"), arising directly from the indemnifying party's performance of the Agreement and relating to personal injury, death, or damage to tangible personal property to the extent such Claims are alleged to have resulted from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- 10.2. Customer Indemnification.** Customer will indemnify and defend Sprint, Sprint's directors, officers, employees, agents and their successors, against all Claims arising out of (A) Customer's breach of the licensing requirements in the Software License section; (B) Customer's failure to comply with any provision of the Use of Products and Services section; (C) Customer's infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (D) Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.
- 10.3. Sprint Indemnification.** Sprint will indemnify and defend Customer, Customer's directors, officers, employees, agents and their successors against Claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint's obligations under this section will not apply to the extent that the infringement or violation is caused by (A) functional or other specifications that were provided or requested by Customer, or (B) Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement. For any Claim that Sprint receives, or to minimize the potential for a Claim, Sprint may, at its option, either: (i) procure, at Sprint's expense, the right for

Customer to continue using the Services; (ii) modify the Services or replace the Services with comparable Services, each at Sprint's expense; or (iii) terminate the Services.

10.4. Rights of Indemnified Party. The party seeking indemnification must (A) give the indemnifying party timely written notice of the Claim, (B) give the indemnifying party full and complete information, assistance and authority for the Claim's defense and settlement, and (C) not, by any act, admission or acknowledgment, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the Claim. The indemnified party may participate in the settlement or defense of the Claim, with its own counsel and at its own expense; provided that the indemnifying party will retain the right to settle or defend the Claim, in its sole discretion, at its own expense and with its own counsel. Notwithstanding the foregoing, the indemnifying party will not make, without the prior approval of the indemnified party, which approval will not be unreasonably withheld, any admission of facts on behalf of the indemnified party that exposes the indemnified party to the imposition of punitive damages or exposure to other claims that are not covered by this indemnification.

11. TERMINATION

11.1. Sprint Right to Suspend or Terminate

A. Suspension or Termination for Cause. Sprint may suspend or terminate Products or Services or the Agreement immediately if: (i) Customer fails to cure a payment default within 15 days of receiving Sprint's written notice of nonpayment; (ii) Customer fails to cure any other material breach of the Agreement within 30 days after receiving Sprint's written notice; (iii) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Products or Services; (iv) Customer fails to comply with applicable law or regulation and Customer's noncompliance materially interferes with Sprint's performance under the Agreement or exposes Sprint to legal liability; or (v) Customer fails to comply with the resale restrictions contained in the Agreement. If Customer disputes the basis for Sprint's suspension or termination, Customer must invoke the negotiation process outlined in the Dispute Resolution section below.

B. Technology Evolution

(1) In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection (2) below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Product, Service, network standard, or technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.

(2) If Sprint takes any action set forth in subsection (1) above, Sprint will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of Sprint's notice may include providing written notice to any address (a) listed in the Agreement for Customer, (b) Sprint uses for billing, or (c) set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

11.2. Customer Right to Terminate

A. Material Failure. If (i) Sprint materially fails to provide a Product or Service (unless Sprint is exercising its rights under the Suspension or Termination for Cause section), (ii) Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, (iii) Sprint fails to cure the material failure within the 30-day cure period, and (iv) Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service, then Customer may terminate such Product or Service without early termination liability. Sprint's material failure does not include a failure caused by Customer or a Force Majeure Event. If Sprint disputes the basis for Customer's termination, Sprint must invoke the negotiation process outlined in the Dispute Resolution section below.

B. Termination for Convenience. Customer may terminate the Agreement at any time by providing 30 days' written notice to Sprint.

11.3. Early Termination. If Sprint terminates a Product, Service, or the Agreement under the Suspension or Termination for Cause section, or if Customer terminates a Product, Service or the Agreement under the Termination for Convenience section, Customer will pay Sprint (A) for any Products and Services provided up to and including the date of termination, whether or not billed by the termination date, as well as any applicable early termination fees, any applicable shortfall liabilities and other applicable charges and fees, as set forth in the Agreement, and (B) a pro rata portion of any credits issued (excluding service outage credits) or charges waived, based upon the number of months remaining in any applicable order term or minimum service term at the time of termination.

12. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters; wars, riots, terrorist activities; cable cuts by third parties, a LEC's

activities, and other acts or inactions of third parties; fires; embargoes and labor disputes; and court orders and governmental decrees.

13. **NOTICES.** Notices required under the Agreement must be submitted in writing to any address listed in the Agreement for the other party, or for notices to Customer, to the address Sprint uses for shipping or billing or as set forth in an Order. In the case of a dispute, notices also must be sent to:

Sprint: Attn: VP Legal Dept. – Sales & Distribution Mailstop: KSOPHT0101-Z2525 6391 Sprint Parkway Overland Park, KS 66251-2525	Customer: _____ _____ _____
----------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------

14. **DISPUTE RESOLUTION**

14.1. **Negotiations.** In the event of a dispute arising from or relating to the Agreement, the disputing party will notify the other party in writing. The parties will negotiate with each other in good faith and will use their best efforts to resolve the dispute within 15 days of the notice date. If the dispute is not resolved within this 15 day period, each party will escalate the dispute to higher management (VP or equivalent). If the dispute is not resolved within 30 days after the escalation, either party is free to seek relief as contemplated in the Agreement.

14.2. **Arbitration.** The parties agree that all billing disputes related to Sprint’s provision of Products or Services provided under the Agreement that do not get resolved through the negotiation process outlined above will be finally settled through bi-lateral arbitration as follows: for billing disputes related to Products or Services provided (A) in the United States, the arbitration will be administered by AAA in accordance with its Commercial Arbitration Rules, governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq., and (B) outside of the United States, the arbitration will be conducted pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The parties agree that (1) all arbitration proceedings will be conducted in the English language, (2) each party waives any right to seek, participate in or file a claim as a class action, or proceed as lead claimant or in a representative capacity and will not join additional parties, (3) the arbitrator will have no authority to award damages beyond actual damages as agreed to in Section 9, (4) the arbitration will be conducted by a single attorney arbitrator who has substantial experience and knowledge in telecommunications and commercial contracts, (5) discovery will be limited to the reasonable exchange of relevant documents and will not include other forms of discovery requests or electronic collection protocols or depositions, with the exception that if the arbitrator determines that depositions are appropriate, the number will not exceed three per party, including a corporate representative deposition, and each deposition is limited to five hours, (6) any award rendered by the arbitrator will be accompanied by a reasoned opinion and entered in any court having jurisdiction, and (7) the parties will allocate all arbitration costs equally although each party will be responsible for its own attorney fees and costs.

14.3. **Waivers.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury. Neither party will make any claim under any consumer protection statute, or in any manner participate in any class action proceeding in a representative capacity against the other party.

15. **DEFINITIONS**

15.1. **“Affiliate”** is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

15.2. **“Effective Date”** is the date the last party signs the service agreement.

15.3. **“Order”** means a written, electronic or verbal order, or purchase order, submitted or confirmed by Customer, which identifies the quantity of specific Products and Services Customer is requesting.

15.4. **“Product(s)”** includes equipment, devices, software, hardware, cabling or other materials sold or leased to Customer under the Agreement as a separate item from, or bundled with, a Service.

15.5. **“Rates and Conditions Website”** refers to the website located at <http://www.sprint.com/business/support/ratesWelcome.html>.

15.6. **“Service(s)”** means all telecommunications, cloud, software, or other services sold or provided to Customer under the Agreement, excluding Products.

16. **MISCELLANEOUS.** The Agreement, along with any special customer arrangement forms signed by both parties, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. The Agreement may only be amended or altered by a writing signed by both parties’ authorized representatives. If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law. References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by Sprint. If the class action waiver contained in the Arbitration provision is found to be unenforceable, then the entire Arbitration

provision will be deemed to be unenforceable. The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future. Except for the indemnified parties referenced in the Indemnification section, the Agreement's benefits do not extend to any third party. The Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates. Customer may not assign any rights or obligations under the Agreement or any Order without Sprint's prior written consent, except that Customer may assign the Agreement, after 30 days' prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Each party agrees that it will comply with all applicable laws in performance of its obligations under the Agreement. The Agreement will be governed by the laws of New York, without regard to its choice of law principles. The English version of the Agreement will prevail over any foreign language versions. The terms and conditions of the Agreement regarding confidentiality, indemnification, limitations of liability, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.