

AIRAVE Terms and Conditions

If your AIRAVE SKU code is AIRFEMTO2 or RECFEMTO2, the following terms apply. If the SKU is AIRACCESS2, please refer to the terms and conditions that were provided in the box with your AIRAVE device.

EQUIPMENT AGREEMENT:

1. Term. This Equipment Agreement (this "Agreement") is effective on the earlier to occur of (i) your use of the Equipment, or (ii) your consent to the terms of this Equipment Agreement and will continue in effect until you return the Equipment to Sprint in undamaged condition and/or you pay the Equipment Fee as provided below. If you do not agree to the terms of this Agreement, do not use the Equipment. If you use the Equipment or fail to return the Equipment to Sprint within 10 days of your receipt of the Equipment, you will be deemed to have agreed to the terms of this Agreement.

2. Basic Definitions. In this Agreement: (1) "we," "us," "our," and "Sprint" mean Sprint Solutions, Inc. and its affiliates doing business as Sprint, Sprint PCS or Nextel; (2) "you," "your," "customer," and "user" mean an account holder or user with us; and (3) "Equipment" means a femtocell device (marketed as Sprint AIRAVE™) provided by Sprint to you, which device is generally used to enhance Sprint's wireless service signal, and any ancillary equipment provided.

3. Ownership of Equipment. You agree that the Equipment is owned by Sprint. Sprint will retain ownership of the Equipment at all time during the term of this Agreement. No title to the Equipment will transfer to you at any time during or after the term of this Agreement. You must return the Equipment to Sprint as provided in this Agreement.

4. Use of Equipment. You agree to use the Equipment solely in connection with Sprint's wireless services. Use of the Equipment and Sprint's wireless services are subject to Sprint's Terms and Conditions which can be found at sprint.com/terms and conditions. This Agreement controls if there is a conflict with Sprint's Terms and Conditions. There may be a charge associated with using Sprint's services in connection with the Equipment.

5. Replacement of Equipment. Sprint will repair and/or replace Equipment that is not operating properly under normal use at no charge unless we determine that the reason the Equipment is not operating properly is due to damage (for example, water damage, fire damage, or damage due to being dropped, tampering, neglect, or abuse, etc.). You may be responsible for an Equipment Fee before Sprint will repair or replace damaged Equipment. Sprint is not responsible for any other devices or other equipment used in connection with the Equipment (for example, wireless phone or handset, data card, etc.).

6. Return of Equipment. The Equipment will remain the property of Sprint, and you must return the Equipment to Sprint if your Sprint wireless service is discontinued or terminated for any reason, if the Sprint service in connection with the Equipment is never used, discontinued or terminated for any reason, or if Sprint wishes to exchange the Equipment. Failure to return the Equipment in undamaged condition within 30 days to Sprint will result in you being charged an Equipment Fee.

7. Equipment Fee. The Equipment Fee is an amount up to \$140 for each individual piece of Equipment (not including ancillary equipment). You will only be responsible for an Equipment Fee as specifically described in this Agreement. If you are responsible for an Equipment Fee, Sprint reserves the right to charge such Equipment Fee to your Sprint service account used in connection with the Equipment.