

**SPRINT BUSINESS DSL SERVICES  
ANNEX (“DSL Terms and Conditions”)**

The following terms and conditions, together with the Sprint Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”) or Sprint Master or Custom Services Agreement (“Agreement”), as applicable, govern Sprint’s provision of Digital Subscriber Line (“DSL”) Services (“DSL Services”) to Customer as specified in the Order form (the “Order”). Unless expressly provided, if a conflict exists between the Standard Terms and Conditions or Agreement and these DSL Terms and Conditions, these DSL Terms and Conditions will control.

**1. Sprint Installation Services.** For Sprint-provided installation of DSL Services, the following applies.

**1.1 Sprint Responsibilities.** Sprint will perform the following services:

- A. A site survey (if required);
- B. Provide a list of requirements and a Customer pre-installation checklist (to be confirmed by Customer at each Customer Premise before installation). “Customer Premise(s)” will include any location, whether residential or commercial, that Sprint is required to install DSL Services for Customer; and
- C. Install the equipment and software necessary to initiate DSL Services. Sprint reserves the right to employ third parties for the actual on-site installation.

**1.2 Limitation of Liability.** Except for its negligent or willful acts or omissions, Sprint is not responsible for any personal injury or property damage that is caused by or related to the installation of DSL Services.

**1.3 Customer Responsibilities.** In addition to Customer’s responsibilities in the Standard Terms and Conditions or the Agreement, Customer agrees as follows:

- A. Customer grants Sprint all necessary consents and permissions to install Equipment for Sprint to provide DSL Services to Customer.
- B. Customer warrants and represents that it owns the Customer Premises or Customer has received permission from the Customer Premises' owner to allow Sprint to make any changes to the Customer Premises needed to install Equipment and provide DSL Services to Customer and that the use of the Equipment space and associated facilities, conduits and rights-of-way comply with all applicable laws, rules and regulations, as well as any existing leases or other contractual agreements or rights of others.

- C. Customer grants to Sprint or its subcontractors a license to enter the Customer Premise during normal business hours Monday through Friday to perform installation, repair or maintenance services in support of DSL Services.
- D. Customer is responsible for configuring its Local Area Network (“LAN”), if applicable, so that DSL Services are available to Customer’s end users at a Customer Premise. Customer is responsible for configuring Customer equipment to interface with DSL Services, including, but not limited to, PCs, printers, other routers, switches, servers and hubs. Customer will be responsible for any custom configurations of its xDSL router that are different than Sprint’s standard installation configuration. Sprint will not be responsible for interference with the performance of DSL Services caused by Customer’s configuration of its xDSL Router.

**1.4 Installation Interval.**

- A. Sprint will use commercially reasonable efforts to complete installation of DSL Services at each Customer Premise within 45 calendar days from the date that an Order is accepted and entered by Sprint, and 60 calendar days from the date that an Order is accepted and entered by Sprint if ordered with Internet VPN.
- B. If Sprint is unable to meet the requirements of Section 1.4, subject to Section 1.4 D below, Customer will receive a credit on the first full month’s invoice for the DSL Services in the amount of 2% multiplied by the number of days beyond the 45 or 60 day period, as applicable, that the installation of DSL Services specified on an Order (“Affected DSL Services”) is delayed and then multiplied by the monthly recurring charge (“MRC”) for Affected DSL Services. Customer will be eligible for a maximum total credit under this Section 1.4 B equal to one month’s MRC for Affected DSL Services (“Installation Credit”).
- C. Customer agrees that installation is complete if the post-installation performance check that Sprint conducts, confirms that an end-user at Customer’s Premise may properly access the Sprint Network via DSL Services. If Sprint determines that the test is successful at the time of installation, Sprint will bill activate Customer as of the date of the successful installation test.
- D. The provisions of this Section 1.4 will not apply if the installation is delayed or precluded by events beyond Sprint’s control, including, but not limited to, inaccurate or incomplete information that Customer provides, faulty Customer equipment or facilities, accessibility to Customer Premises or wiring closets, delays in Customer’s responsibilities, Customer-initiated changes in installation date, or other circumstances beyond Sprint's control, including acts of God.

**2. Self Installation.** “Self Installation” means the DSL Services are installed by Customer. If Self-Installation is available, Sprint will ship the equipment, software, and instructions

necessary for Customer to initiate DSL Services. Customer, or its employees or personnel, will be responsible for installing Equipment and software according to Sprint-provided instructions. Sprint will provide customer service representatives to assist Customer with installation questions and procedures via a local or toll-free number. If Customer requires that Sprint install the necessary equipment and software for DSL Services at a particular Customer Premise, Customer will be billed separately for installation services. The provisions of Section 1.4 will not apply if Self-Installation is available to Customer.

### **3. Provision of Services.**

**3.1 Performance.** Sprint will provide DSL Services to Customer through the Sprint network, and Sprint may provide access to the Sprint network from the Customer Premise either directly or through a third party provider.

**3.2 ADSL Services.** ADSL Services are a subset of the DSL Services that Customer may order from Sprint. “ADSL Services” means asymmetric digital subscriber line, and is a version of DSL in which data flows in (downstream) faster than it goes out (upstream).

**3.3 IDSL Services.** IDSL Services are a subset of the DSL Services that Customer may order from Sprint. “IDSL Services” means digital subscriber line based on integrated services digital network (ISDN) technology.

**3.4 SDSL Services.** SDSL Services are a subset of DSL Services that Customer may order from Sprint. “SDSL Services” means symmetrical digital subscriber line in which data flows in (downstream) and out (upstream) at the same rate. For SDSL Services, Customer will designate on its Order if Customer requires a fixed speed for SDSL Services or if Customer will accept a maximum/minimum speed for SDSL Services based on actual availability at the Customer Premise. Sprint will bill Customer on the basis of the highest speed of the SDSL Services ordered by Customer and available at a Customer Premise.

### **4. Customer Use of DSL Services.**

**4.1** Customer will not make any illegal use of DSL Services and will conform to Sprint’s acceptable use policy as modified from time to time, which is available through Sprint’s website <http://www.sprint.net/abuse.html>.

**4.2** Customer will not permit or allow others to: (1) abuse or fraudulently use DSL Services, including, but not limited to, unauthorized or attempted access, alteration, or destruction of Sprint’s customers or other authorized user’s information; (2) use DSL Services in such a manner that causes interference, or tampers with another customer’s or authorized user’s use of the Sprint network; or (3) use DSL Services in a manner that violates Sprint’s acceptable use policy.

**4.3** Customer may not resell DSL Services without the written consent of Sprint. Additional terms and conditions may apply.

**4.4** If Customer fails to comply with this Section 4, Customer releases Sprint from all liabilities or obligations (including any warranty or indemnity obligations) and Customer will indemnify Sprint for all costs or damages that Sprint incurs as a result of Customer's failure to comply.

## **5. Equipment Warranty.**

**5.1** Sprint warrants that equipment purchased by Customer for DSL Services ("Equipment") will be in good working order and will conform to the requirements necessary to provide DSL Services on the installation date. During the first year after installation, Sprint will provide replacement Equipment at no charge if Equipment purchased by Customer fails to perform properly due to Equipment failure that is not caused by or related to (1) Customer damage, (2) third parties, (3) failure to maintain a suitable environment for the Equipment, or (4) changes in Customer's hardware or software that conflicts with Equipment. Sprint will provide replacement Equipment within a commercially reasonable time period after Customer notifies Sprint.

**5.2** Customer is also entitled to any separate warranty available from the manufacturer of Equipment. Sprint does not make any representations regarding the terms, conditions, or qualification standards for coverage under any manufacturer warranty.

**6. Prices; Additional Charges.** The prices for MRCs and non-recurring charges are set forth in the Attachments to these DSL Terms and Conditions or in the Agreement. If the pricing in the Agreement conflicts with the Attachments, the pricing in the Agreement will control. The Sprint DSL MRC does not include taxes, surcharges, regulatory program charges, or applicable federal and state non-usage fees.

**7. Availability of DSL Services.** DSL Services are subject to availability as determined solely by Sprint. Customer must meet each of the requirements in the Sprint DSL pre-installation checklist. If these requirements are not met before a date scheduled for Sprint-provided installation, Sprint may charge Customer an additional fee per additional installation attempt.

**8. Term for DSL Services.** The Term will begin on the first day of the first complete billing month after both parties have signed this Order and Sprint has taken all commercially reasonable steps to make DSL Services available to Customer. The Term will be stated in the Order between Customer and Sprint.

**9. Sprint Early Termination.** Sprint may, without liability, terminate DSL Services (and Customer will not be responsible for termination liabilities) if: (1) DSL Services are not available in Customer's geographic location; (2) Customer equipment is incompatible; (3) Sprint encounters Equipment installation difficulties; or (4) during or after the installation of DSL Services at Customer's Premises, Sprint determines that DSL Services will not perform according to Customer's Order for DSL Services.

**10. Customer Early Termination.** Customer may terminate this Order, or an individual DSL line, before the end of the Term, but Customer will pay a termination liability for each DSL line cancelled by Customer after the first 90 days of DSL Service. After the first 90 days of DSL Service, the termination liability is as follows:

<b>TERM OF DSL SERVICES</b>	<b>TERMINATION LIABILITY</b>
<b>One Year</b>	<b>\$300.00</b>
<b>Two Year</b>	<b>\$600.00</b>
<b>Three Year</b>	<b>\$900.00</b>

**11. Network Information.** The Sprint network gathers information about Internet usage including, but not limited to, the sites visited, session lengths, bit rates, and number of messages and bytes passed. Sprint uses this information in the aggregate. Sprint may share this aggregated information with other parties from time to time. Sprint will not disclose any personally identifiable information regarding Internet usage without Customer's consent unless compelled by court order, subpoena or to protect its broadband services and facilities.

**12. Use of Customer Information.** Sprint develops information about the quantity, technical configuration, type, destination, amount of services used and other information found on Customer's bill ("Customer Information"). To serve Customer the most efficiently, Sprint may use Customer Information for purposes of determining and offering other Sprint products and services that may interest Customer. If Customer so desires, Sprint will not use Customer Information to offer Customer products and services that are unrelated to the services Customer currently receives from Sprint. If Customer prefers that Sprint not use its Customer Information for this purpose, please call \_\_\_\_\_.