

## WIRELINE SERVICES PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement ("Agreement"), govern Sprint's provision and Customer's use of wireline Products and Services. Capitalized terms are defined in the Definitions section at the end of this Wireline Services Product Annex ("Annex") if not otherwise defined in the Agreement.

### 1. PROVISION OF WIRELINE PRODUCTS AND SERVICES.

- 1.1. **Agency Relationship.** In countries where Sprint does not hold regulatory authority to provide the Services, Customer appoints Sprint as its agent to obtain, on Customer's behalf, from authorized providers, the required services and associated equipment in accordance with the applicable Order. Except to perform its duties in accordance with the applicable Order, Sprint, as Customer's agent pursuant to this section, will not make any representation or incur any liability for Customer.
- 1.2. **Disconnect Notice.** To disconnect a wireline Service, Customer must provide certain information through Sprint's online form at <http://www.sprintbiz.com/forms/disconnect.html>. Failure to provide the required disconnect information may result in Sprint's revocation of connecting facility assignments from Sprint to the LEC and Customer will be liable for any resulting usage and/or access charges. For Domestic Services, Sprint will have up to 30 days from the date the online form is completed to complete disconnection. For non-Domestic Services, Sprint may require a longer period to complete disconnection, and Customer will be responsible for charges through the last to occur of the 60<sup>th</sup> day after Sprint receives the completed disconnect form, or the date Customer stops using the Services.

### 2. WIRELINE PRODUCTS AND SERVICES POLICIES.

- 2.1. **Access Pumping/Traffic Stimulation.** Customer represents and warrants that it (A) is not engaged in access pumping or traffic stimulation activity as described in the FCC's *Connect America Fund, et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011); and (B) does not have any revenue sharing agreements connected to such activity. Customer will comply with all applicable state and federal rules, regulations and orders regarding such activity. If Customer breaches this provision, Sprint reserves the right to suspend the affected Services with five days' prior written notice, and terminate the affected Services if the breach is not cured within 30 days of receipt of Sprint's notice. Customer must reimburse Sprint for any excess access costs Sprint incurs as a result of Customer's breach.
- 2.2. **Access Connection Changes.** Sprint reserves the right to change the underlying access connection used to provide wireline Services and Customer will provide Sprint reasonable access to Customer's premises during Customer's normal business hours to make such changes. Any such change will be at no increased cost to Customer.
- 2.3. **TDM Access.** Sprint reserves the right to reject any Order for (i) TDM access as a channel access method or (ii) a Product or Service that utilizes TDM access as a channel access method. Further, Sprint reserves the right to decommission TDM access as a channel access method during the Term of the Agreement or any Order Term, which may impact the provision of, or require Sprint to terminate Sprint Global MPLS VPN and Sprint Direct Internet Access Services contained in the Agreement. Sprint will undertake the decommissioning of TDM access, and any Products or Services that utilize TDM access, in accordance with the Technology Evolution provisions set forth in, or incorporated by, the Agreement.
- 2.4. **Permits, Licenses and Consents.** Customer will indemnify and defend Sprint, Sprint's directors, officers, employees, agents and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of Customer's failure to obtain permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide the Products or Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.

### 3. DEFINITIONS.

- 3.1. **"Domestic"** means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service.
- 3.2. **"LEC"** means local exchange carrier.
- 3.3. **"MRC"** means monthly recurring charge.
- 3.4. **"NPA-NXX"** includes successor NPA-NXXs due to introduction of a new area code.
- 3.5. **"NRC"** means non-recurring charge.
- 3.6. **"Order Term"** is the term designated for an individual Order. Upon expiration of an Order Term, Sprint may continue to provide the applicable Product or Service on a month-to-month basis under the same terms, conditions and pricing, or, with advance notice, at new pricing not to exceed Schedule, Tariff or list pricing, until either party provides 30 days' advance written notice to terminate.
- 3.7. **"Schedule(s)"** are the terms and conditions governing Sprint's provision of certain intrastate, interstate and international interexchange Services. Schedules are subject to change during the Term under the rules and authority of the FCC and the relevant regulatory agencies. Schedules are posted on the Rates and Conditions Website.
- 3.8. **"Tariffs"** means the Sprint competitive LEC or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Term under the rules

and authority of the relevant regulatory bodies. If, during the Term, Sprint entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Tariffs are posted on the Rates and Conditions Website.