

DATA AND INTERNETWORKING EQUIPMENT MAINTENANCE SERVICE PRODUCT ANNEX

This Data and Internetworking Equipment Maintenance Service Product Annex, together with the applicable cover agreement (e.g. Sprint Master Services Agreement or Custom Service Agreement) and Sprint's Standard Terms and Conditions for Communications Services, governs Sprint's provision and Customer's use of maintenance services.

- 1. Customer Premises Equipment.** The term "CPE," for purposes of this Product Annex, refers to items identified in a Sprint-approved equipment list attached to the Agreement.
- 2. Maintenance.**
 - 2.1. Scope of Coverage.** Sprint will provide maintenance services ("Maintenance") to Customer on all CPE 24 hours per day, 7 days per week. Maintenance includes emergency repairs and adjustments to CPE including software configuration. Emergency repairs include the diagnosis of CPE problems and repair or replacement of the defective CPE.
 - 2.2. Exclusive Service Provider.** Customer may not perform maintenance on any CPE, by itself or through a third party, unless authorized in advance by Sprint.
 - 2.3. Spare Parts.** Sprint will maintain a sufficient supply of spare equipment to provide Maintenance.
 - 2.4. Information Required.** Any Maintenance request must specifically outline the nature of the trouble Customer is experiencing. If Sprint's technical representative finds Customer's premises are unsafe, or any other conditions exist which could be dangerous, Sprint will not perform Maintenance until the premises are considered to be safe.
 - 2.5. Additional Charges.** If Sprint identifies any exclusions set forth in Section 3 or determines that an engineering change under Section 6 is necessary while performing Maintenance, Sprint will stop work immediately and inform Customer of the exclusion or change. Sprint may charge Customer a trip charge according to Sprint's then-current rates. If Customer asks Sprint to provide services outside the scope of Maintenance and Sprint agrees to do so, Sprint's then-current time and materials rates will apply.
- 3. Exclusions.** Maintenance will **not** include any of the following:
 - 3.1.** repair of damage or increase in service time caused by Customer's failure to continually provide a suitable environment for all facilities as prescribed by Sprint including, but not limited to, the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control;
 - 3.2.** repair of damage or increase in service time caused by use of CPE other than in accordance with manufacturer specifications;
 - 3.3.** repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of Customer-provided parts;
 - 3.4.** repair of damage or increase in service time caused by accident, natural disaster, transportation delays, neglect, misuse, or unauthorized alterations to or deviations from manufacturer's or Sprint's physical, mechanical or electrical plans for CPE;
 - 3.5.** repair of damage or increase in service time caused by the conversion from one CPE model to another or the installation or removal of a feature on CPE whenever conversions or installations were performed by persons not approved in advance by Sprint;
 - 3.6.** maintenance of accessories, alterations, attachments or other devices not identified as CPE;
 - 3.7.** service which is impractical or unsafe for Sprint to render because of the condition of, alterations in, or attachments to CPE;
 - 3.8.** service or repairs required to restore CPE to good working order as a result of maintenance, repairs or modification performed by persons other than authorized Sprint representatives;

- 3.9. electrical work external to CPE or software programming support;
 - 3.10. service calls resulting from:
 - A. operating errors of Customer,
 - B. equipment or software not supplied, installed or otherwise approved by Sprint, or
 - C. CPE, other equipment or software initially supplied by Sprint but later altered or maintained by Customer or a third party, when Sprint determines that the non-Sprint alterations or maintenance contribute to the need for a service call;
 - 3.11. service not required to keep CPE in good working order for normal uses;
 - 3.12. service on any CPE at a location other than as designated in the Agreement;
 - 3.13. service required on cabling between Customer's other equipment and CPE interface panels; and
 - 3.14. analysis, replacement, or adjustment of problems not found in CPE or subsequently found in parts not furnished by Sprint, except for common items such as screws, nuts, bolts, clamps and other commercially available parts.
4. **Access to CPE.** If Sprint does not have full and free access to inspect CPE and to provide Maintenance, Customer will be assessed a trip charge at Sprint's then current rates and Customer must arrange another time for Sprint to provide Maintenance.
5. **Response Time.** Sprint will use best efforts to respond to Customer's request for Maintenance within four hours or such other response time as set forth in Sprint's then current standard policies and procedures.
6. **Engineering Changes.** Sprint will manage and install engineering changes to CPE, at Sprint's then-current rates, when Sprint or the manufacturer determine that changes are necessary.
7. **Non-Sprint Parts.** Sprint will replace, at Customer's request and at Sprint's then-current rates, parts which were not furnished for CPE by Sprint (except when such part is in an alteration) when such parts are directly interchangeable with the Sprint maintenance parts.
8. **Warranty, Remedy and Disclaimers.**
- 8.1. **Warranty.** Sprint will provide Maintenance in a good and workmanlike manner, in accordance with reasonable commercial standards. **SPRINT DOES NOT WARRANT THAT THE OPERATION OF CPE WILL BE UNINTERRUPTED OR ERROR FREE.**
 - 8.2. **Remedy.** If, after repeated efforts, Sprint is unable to restore CPE to good working order, Customer may terminate the Maintenance as to that specific item of CPE.
 - 8.3. **Disclaimers.**
 - A. **Unauthorized Use.** Sprint and its agents are not liable for damages, loss or expenses of any kind whatsoever that may result from the fraudulent or unauthorized use of Services or CPE provided under this Agreement, including but not limited to fraudulent or unauthorized long distance telephone calls.
 - B. **EXCEPT FOR THE WARRANTIES CONTAINED IN THIS PRODUCT ANNEX, SPRINT MAKES NO EXPRESS OR IMPLIED WARRANTIES FOR MAINTENANCE, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.**