EMERGENCY RESPONSE TEAM RAPID DEPLOYMENT INFRASTRUCTURE SOLUTIONS (SATCOLT AND FLY AWAY KIT) PRODUCT ANNEX

This Emergency Response Team Rapid Deployment Infrastructure Solutions (SatCOLT and Fly-Away Kit) Product Annex ("Annex"), together with the applicable Sprint service agreement ("Agreement") pursuant to which Customer is purchasing Products and/Services from Sprint, governs Sprint's provisioning and Customer's use of SatCOLT or Fly Away KIT Emergency Response Team Rapid Deployment Infrastructure Solutions. Terms not otherwise defined in this Annex will have the meanings set forth in the Agreement and applicable incorporated Product Annexes.

I. ERT Rapid Deployment Infrastructure Solutions Program.

1.1 SatCOLT Program. As part of its long standing relationship with the law enforcement and public safety communities and with the many private sector entities that rely on business continuity, assist in disaster relief, recovery operations and pre-planned events, Sprint’s Emergency Response Team ("ERT") has developed the ERT Rapid Deployment Infrastructure Solutions (SatCOLT) Program. When the communications network fails, becomes impaired, or is non-existent, ERT can rapidly deploy highly mobile, self-sustaining network infrastructure to either extend the network, augment capacity, or provide stand-alone connectivity. SatCOLTs are most valuable in areas where a terrestrial T-1 backhaul connection is not available or prohibited due to time constraints, geographic location, legal restrictions or the specific conditions of an emergency. The SatCOLT was designed to be rapidly deployed by a small team of trained professionals to provide wireless voice, 3G mobile data, 4G LTE mobile data or IP data traffic transmission, but use a Geostationary Earth Orbit (GEO) satellite operating in the Ku Band instead of a wireline backhaul or microwave connection to transmit these services.

1.2 Fly Away Kit Program. The Fly Away Kit (FAK) is a portable auto-acquisition satellite package (VSAT) expertly designed to provide broadband connectivity virtually anywhere, anytime, and in any environment. ERT satellite IP systems support both "Level-1" and "Level-2" communications in a highly mobile, scalable platform. The ERT FAK delivers high speed data (up to 20Mbps) and can be configured in either symmetric or asymmetric bandwidth, dynamic or static IP addressing schemes, and can support both wired or wireless (WiFi) configurations. The ERT FAK is deployed and maintained by a small ERT strike team who are experts in standing up on-demand, IP over satellite networks within the first 24 hours of failure. Coverage is offered in CONUS and some OCONUS footprints.

2. Definitions.

2.1 "Acceptance" is defined as the following:

1) Deployment Acceptance – Sprint has received a Deployment Order from Customer and accepts it as a valid request in writing.

2) Service Acceptance - the SatCOLT or FAK has passed initial testing upon Deployment and Customer agrees the SatCOLT or FAK is ready for use by Customer.

2.2 "Deployment" means SatCOLT or FAK is activated and In-Service at a Customer-designated location. The deployment commences once the SatCOLT or FAK arrives on site at the agreed upon deployment location, is in service, and testing and Service Acceptance have been completed. The deployment terminates once the SatCOLT or FAK is powered down and prepared for shipment back to the storage location. The travel time to and from a deployment location is not factored into the total time of the deployment.

2.3 "Deployment Order" means a formal request by Customer to Sprint to deploy the SatCOLT or FAK.

2.4 "End User" means the authorized individual persons utilizing the SatCOLT or FAK provided Service.

2.5 "Environmental Law" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, ruling, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

2.6 "Fly-Away Kit" or "FAK" - is a portable auto-acquisition satellite package (VSAT), including radio transmitting and receiving antenna, transmission lines, electronic equipment and supporting/ancillary equipment and structures.
2.7 “Hazardous Material” means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and includes, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

2.8 “In-Service” means the SatCOLT or FAK is deployed to a location and is operational.

2.9 “Interference” includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by (i) unwanted energy emissions, radiations, or inductions, or (ii) physical barriers, including, but not limited to walls, signage, metal frames or other structures. “Interference” will not include permissible interference as defined by the FCC.

2.10 “RC” means recurring charge (e.g., hourly, daily, weekly or monthly).

2.11 “NRC” means non-recurring charge.

2.12 “Orders” means either a Reservation Order or a Deployment Order, as applicable.

2.13 “Premises” means location that Customer owns, leases, or otherwise has the legal right to occupy, as further identified in the Statement of Work, on which the SatCOLT or FAK is stored or deployed. The “Premises” includes all necessary non-exclusive easements for (a) vehicular and pedestrian access thereto, and (b) access to the appropriate source of electric, telephone, and other utilities, as such easements are necessary in Sprint’s sole discretion.

2.14 “Reservation” or “Reserved Service” refers to the option whereby Customer pays Sprint a RC for priority use or dedicated use (depending on Reservation/Reserved Service type) of a SatCOLT or FAK during a specified period of time.

2.15 “Reservation Order” means a formal request by Customer to Sprint to reserve a SatCOLT or FAK.

2.16 “SatCOLT” is a “Satellite Cell on Light Truck,” which is a mobile communications platform, including a self-contained truck, transmission lines, electronic equipment, radio transmitting and receiving antennas, and supporting/ancillary equipment and structures.

2.17 “Statement of Work” means the statement of work attached to the Reservation Order or Deployment Order, as applicable.

3. Rental and Other Charges. Recurring and non-recurring charges related to Reservations, Reserved Service, or Deployment are specified in the Reservation Order and/or Deployment Order. Customer will pay Sprint the Total Monthly Charge set forth in the applicable Order(s) according to Sprint’s invoices and the Service Agreement.

4. Reservation Types

4.1 Non-Reserved. Customer requests a Deployment from Sprint on as-needed basis, subject to SatCOLT or FAK availability and execution of a mutually agreed upon Deployment Order. Sprint makes no representations or warranties to Customer regarding SatCOLT or FAK availability, Deployment timelines or Customer priority over other customer orders. Sprint will notify Customer if no SatCOLTs or FAKs are available and reject the Order accordingly.

4.2 Dedicated Reserved or Dedicated Reservation. For a RC, Customer reserves a specific SatCOLT or FAK for a mutually agreed upon Reservation Term. At Customer’s option, the SatCOLT or FAK can be parked/stored on the Premises during the Reservation Term, thereby shortening the time necessary to put the SatCOLT or FAK In-Service. SatCOLTs or FAKs in Reservation status are not In-Service.

4.3 Standby Reserved or Standby Reservation. For a RC, Customer reserves the right to have a SatCOLT or FAK deployed during a mutually agreed upon Reservation Term. Customers with this type of Reservation would receive priority over Non-Reserved customers. The Customer would not have a specific SatCOLT or FAK identified for their use; however, Sprint assures Deployment during the Reservation Term in accordance with the Reservation Order. SatCOLTs or FAKs in Reservation status are not In-Service.
5. Orders

5.1 All Orders shall be in writing on Sprint-approved Order forms. Sprint-approved sample Reservation Order forms and Deployment Order forms are available from ERT by email request at ERTRequests@sprint.com or by calling the 24x7x365 ERT Hotline staffed by our Dedicated ERT Support Team at 888-639-0020 (or 254-295-2220 for Government Emergency Telephone System (“GETS”) users). Orders require countersignature from Sprint in order to be deemed approved and accepted, which approval may be withheld in Sprint’s sole discretion.

5.2 Order Term.
   A. The Term of each Reservation Order commences upon Sprint’s written acceptance. The length of the Deployment period shall be specified in the Reservation Order.
   B. The Term of each Deployment Order begins upon Service Acceptance by the Customer. The length of the Deployment period shall be specified in the Deployment Order.

5.3 Order Cancellation. In addition to any other remedies available under the Agreement, Customer will pay Sprint the following amounts as liquidated damages and not as a penalty for canceling an Order prior to installation:
   A. Reservation Orders. If Customer terminates a Reservation Order in whole or in part, before expiration of the Term (unless due to Sprint’s material failure which is not cured in accordance with the notice and cure periods set forth in the Agreement), then: (i) Customer will forfeit all remaining Services; (ii) Customer will be liable for any remaining balances (RC and NRC) relating to the Reservation Order and will pay to Sprint such amounts within 30 days of termination; and (iii) Customer will not be eligible for any credits or refunds from Sprint.
   B. Deployment Orders.
      (1) If Customer terminates a Deployment Order after the parties have selected a location for installation but before the SatCOLT or FAK has left the Sprint storage area, then Customer shall pay Sprint an amount equal to 10% of the total RCs due under the Deployment Order plus 100% of all NRCs set forth in the Deployment Order.
      (2) If Customer terminates a Deployment Order after the SatCOLT has left the Sprint storage area but prior to Service Acceptance, then Customer shall pay Sprint an amount equal to 50% of the RCs due under the Deployment Order, plus 100% of all NRCs set forth in the Deployment Order.
      (3) If Customer terminates a Deployment Order after Service Acceptance, then Customer shall pay Sprint an amount equal to 100% of the total RCs and NRCs due for the first 7 days of the Deployment Order, plus 100% of all NRCs set forth in the Deployment Order.
   C. No Penalty. Charges under this Section represent Sprint’s reasonable liquidated damages and are not a penalty.


6.1 Reservation. Sprint shall reserve the SatCOLT or FAK Equipment for the use of Customer during the Reservation Term in accordance with the type of Reservation and the approved Reservation Order.

6.2 Deployment. Sprint shall deploy the SatCOLT or FAK in accordance with the approved Deployment Order.
   A. Delivery and Installation.
      (1) General. Sprint will use commercially reasonable efforts to deliver and install SATCOLT or FAK according to the mutually-agreed schedule. All delivery dates/projections provided by Sprint for Non-Reserved and Standby Reserved Reservation types are approximate and are based on the then current lead-times and available inventory’ being in reasonable proximity to Customer’s Premises. Sprint will not be liable for failure to meet delivery or installation completion dates due to force majeure conditions as defined in the Agreement.
      (2) Delivery. Sprint will pay for the shipment of SATCOLT or FAK to Customer’s Premises in the continental United States as set forth in the Order. If Customer is not ready to accept delivery, Customer must notify Sprint at least 30 days before the delivery date to avoid special handling charges.
      (3) Installation. Sprint will furnish all necessary cable, wire, hardware, labor and other items for installation of SATCOLT or FAK at the Installation Site. Sprint will perform the installation in a workmanlike manner, but will not be responsible for unavoidable damages to the Premises resulting from Sprint’s installation.
6.3 **Interference Resolution.** If Deployment of the SatCOLT or FAK at a Customer-designated location causes Interference that materially interferes with any of the Sprint Networks or presents a safety or security hazard, Sprint may in consultation with Customer (but ultimately in Sprint's sole discretion) redeploy the SatCOLT or FAK at an alternate location that provides Customer with Service coverage equal to or better than the Customer-selected location. If Sprint chooses a location for SatCOLT or FAK deployment over the written objection of Customer due to safety or security concerns, then Sprint shall assume all responsibility for damage to the SatCOLT or FAK while deployed at such location. If Sprint cannot recommend or identify an alternate deployment location that provides equal or better service coverage to the requested location, then either party may terminate the Deployment Order for its convenience as of the date such notice received by the other party.

6.4 **Sprint Personnel.**

A. Operation of the SatCOLT or FAK during Deployment requires two Sprint personnel. Additional Sprint personnel may be provided as determined in Sprint’s sole discretion at no additional cost to Customer. Sprint will notify Customer of the number of any additional personnel at least 24 hours prior to a pre-planned Deployment and during the initial meeting with Customer during unscheduled Deployments emergencies. All Sprint personnel will hold valid certifications, if applicable.

B. Sprint shall provide Customer with the number and identity of Sprint personnel requiring any special consideration, including medical conditions, gender-based requirements, and emergency contact information. Sprint shall adhere to the same personnel Deployment standards as Customer’s personnel.

7. **Customer Responsibilities.**

7.1 **License and Use of Customer Premises.** Customer grants Sprint a non-transferable, non-exclusive and revocable limited license to use Customer’s Premises to set up and operate the SatCOLT or FAK and Service as described herein. The right to use Customer’s Premises is a limited license and is not intended to convey any real estate interest in and to the Premises. Sprint shall use the Premises only for the installation, maintenance and operation of the Service. If Customer does not own the Premises, Customer represents and warrants that it has obtained all applicable permissions, consents and/or approvals necessary for the deployment, installation and operation of the SatCOLT or FAK as described in the Statement of Work.

7.2 **Hazardous Material.** Customer will immediately inform Sprint in writing if Customer knows of or reasonably believes that any Hazardous Material is or may be located in, on, under, upon or affecting the Premises or parcel of land in violation of any Environmental Law.

7.3 **Access (Deployments and Dedicated Reservations only).** While the SatCOLT or FAK is located at Customer’s Premises during a Deployment or Dedicated Reservation, Customer will provide Sprint with access to the SatCOLT or FAK at all reasonable times for routine maintenance, operations and upkeep. Sprint shall use commercially reasonable efforts to notify Customer 48 hours in advance of any corrective maintenance that limits SatCOLT or FAK service availability. If preventive or corrective maintenance requires the SatCOLT or FAK to be unavailable for any period longer than 24 hours then Sprint shall ensure that a back-up SatCOLT or FAK be provided at Customer’s request and at Sprint’s cost.

7.4 **Use of Service.** Service is generally available to Customer within the operating range of the Sprint Networks or within the range of a provider with which Sprint has a reciprocal service arrangement. In using the SatCOLT or FAK and Services, Customer will make reasonable efforts to (i) comply with all SatCOLT or FAK operating instructions; (ii) comply with all applicable laws and regulations regarding use of the SatCOLT and Services; and (iii) ensure that all End-Users of the SatCOLT or FAK and Services comply with Customer’s obligations under the Agreement. Customer acknowledges and understands that Service will not be completely uninterrupted or error-free, and that complete privacy cannot be guaranteed for communications sent and received while using the SatCOLT or FAK and Services.

8. **Title to SatCOLT or FAK / Risk of Loss.**

8.1 **Ownership of SatCOLT or FAK.** Sprint shall retain all legal right, title and interest in and to the SatCOLT or FAK and all ancillary equipment including, but not limited to, all antennas, cables (coaxial
and otherwise), coaxial connectors, and any emergency standby generator installed on or adjacent to the Premises by Sprint. Customer will not acquire any rights or interests in the SatCOLT or FAK whether through use or otherwise. Customer will protect Sprint’s legal title to the SatCOLT or FAK and will keep the SatCOLT or FAK free and clear of any lien or encumbrance. Sprint may remove the SatCOLT or FAK upon notice to Customer in accordance with any applicable provision herein or in the Agreement. Sprint may enter or has entered into third party financing arrangements, including promissory notes and financial and security agreements, involving SatCOLT or FAK. Customer disclaims any interest in the SatCOLT or FAK regardless of the manner of installation or affixation and agrees that the SatCOLT or FAK are exempt from execution, foreclosure, sale, levy, attachment, or distress for any monies due or which become due. Sprint may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in the SatCOLT or FAK to any financing entity, or agent on behalf of any financing entity to which Customer has obligations (“Assignee”) for borrowed money, letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof evidenced by bonds, debentures, notes or similar instruments. Customer will protect and defend Sprint’s legal title to the SatCOLT or FAK and will keep the SatCOLT or FAK free and clear of any lien or encumbrance.

8.2 UCC Filings. At Sprint’s request, Customer will execute and deliver, at its expense, any documents reasonably necessary to protect Sprint’s interest in the SatCOLT or FAK. Sprint, its assignee, and their agent(s) may sign UCC financing statements on behalf of Customer and file financing statements without Customer’s signature. Customer will pay the out-of-pocket costs of filing and/or recording such documentation. Filed financing statements are evidence of an attempt to protect Sprint’s rights and title to SatCOLT or FAK and not of any contrary intent.

8.3 Risk of Loss for SatCOLT or FAK.

A. Deployments. Prior to Service Acceptance, Sprint bears all risk of loss of or damage to SatCOLT or FAK. Sprint shall be responsible for repairing or replacing such lost or damaged SatCOLT or FAK. If the lost or damaged SatCOLT or FAK for which Sprint is responsible materially impacts Customer’s Deployment, Sprint shall provide a service credit to Customer equal to the proportionate charge to Customer for the period of the Service disruption or provide Customer with an equivalent Deployment. Following Service Acceptance, risk of loss passes to Customer.

B. Dedicated Reserved or Dedicated Reservations. Prior to delivery to Customer’s Premises, Sprint bears all risk of loss of or damage to SatCOLT or FAK. Sprint shall be responsible for repairing or replacing such lost or damaged SatCOLT or FAK. Risk of loss passes to Customer upon arrival of the SatCOLT or FAK at Customer’s Premises. If and when a Deployment Order is signed, Section 8.3(A) will control.

8.4 Return of SatCOLT or FAK. Upon the termination or expiration of the Dedicated Reservation Order or Deployment Order (as applicable), Customer will make the SatCOLT or FAK available for immediate removal by Sprint. SatCOLT or FAK will be in the same condition and operating order as existed when received, ordinary wear and tear excepted. If Customer does not immediately make such SatCOLT or FAK available to Sprint, Customer will pay to Sprint an amount equal to the SatCOLT or FAK RCs prorated on a daily basis for each day from and including the date of the termination or expiration of the Deployment or the Agreement, as applicable, through and including the day on which Customer makes the SatCOLT or FAK available to Sprint. If SatCOLT or FAK is damaged as a result of Customer’s negligence, Customer will pay to Sprint any reasonable amount required to place the SatCOLT or FAK in good repair, condition and working order, ordinary wear and tear excepted.


9.1 Sprint shall deploy, install, activate, operate and/or maintain the SatCOLT or FAK at the Premises specified in the Statement of Work. The Premises must meet Sprint’s minimum site requirements, as set forth in Statement of Work. Customer will provide Sprint with 24x7 access to the Premises for installing, repairing, servicing, maintaining and removing SatCOLT or FAK. At the Premises Sprint may, in consultation with Customer (but ultimately in Sprint’s sole discretion), stabilize or otherwise secure the SatCOLT or FAK as reasonably required in Sprint’s sole discretion for safety, security, proper operation of SatCOLT or FAK, Interference mitigation, and similar issues related to the SatCOLT or FAK. If Sprint chooses a location for SatCOLT or FAK deployment over the objection of Customer due to safety or security concerns, then Sprint shall assume all responsibility for damage to the SatCOLT or FAK while deployed at such location.
If applicable, Customer will grant Sprint all necessary easements on and across the Premises for access to install, repair and maintain the SatCOLT or FAK (“Easements”). Easements will encompass sufficient area on the Premises for the installation and stabilization of SatCOLT or FAK. Sprint’s right of access to the Easements will include the right to clear any underbrush or vegetation adjacent to the Easements which may otherwise block access. Sprint may perform all work necessary to reasonably prepare, maintain and alter the Premises for Sprint’s business operations and to install transmission lines connecting the antennas to the transmitters and receivers, at Sprint’s sole cost and in a good and workmanlike manner.

Unless otherwise specified in the applicable Order, Customer shall be responsible for all utility charges relating to a Dedicated Reservation or a Deployment, and Sprint may draw electricity and other utilities from the existing utilities on the Premises at no cost or expense to Sprint.

Sprint represents and warrants that it will not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Premises in violation of any Environmental Law.

After removing the SatCOLT or FAK, Sprint shall restore the Premises to their original condition at the beginning of the Deployment or Dedicated Reservation (if applicable), ordinary wear and tear excepted.

Signal Interference. The Service is subject to Federal Communications Commission (“FCC”) regulations and therefore (i) may not cause harmful Interference and (ii) Customer must accept any Interference, including Interference that may cause undesired operation. Customer may not permit itself, its lessees or licensees to install new equipment on the Premises or on property contiguous thereto owned or controlled by Customer, if such equipment is likely to cause Interference with the Service. If the SatCOLT or FAK or Services cause or are alleged to cause interference to the Sprint Network or the systems of third parties, Sprint may discontinue the SatCOLT or FAK or Services until such Interference is corrected or eliminated. After receiving written notice of alleged Interference, Sprint shall operate the SatCOLT or FAK or Services only to test and correct the Interference, in accordance with FCC regulations, until the Interference is corrected or eliminated. If Sprint cannot correct or eliminate the Interference, Sprint shall suspend the SatCOLT or FAK or Services and Customer may terminate the then-current Activation Order for its convenience without penalty.

Limitations and Disclaimers of Liability.

UCC. TO THE EXTENT THAT ARTICLE 2A OF THE UCC APPLIES TO AN ORDER AND CUSTOMER HAS CERTAIN RIGHTS THEREUNDER AND TO THE EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ANY RIGHTS OR REMEDIES IT MAY HAVE UNDER UCC ARTICLE 2A-508 THROUGH 5-222 INCLUDING, WITHOUT LIMITATION, RIGHTS OF REJECTION, REVOCATION, CANCELLATION, RETENTION OF SECURITY INTERESTS, AND RECOVERY FOR BREACH OF WARRANTY.

Service Disruption. Sprint’s sole liability arising from or related to Service disruption, regardless of the cause, is limited to a credit allowance equal to the proportionate charge to Customer for the period of the Service disruption. Service disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

911 Or Other Emergency Calls. For 911 calls, an emergency responder’s ability to locate End-User through Equipment and Services may be affected by various factors, including, but not limited to, the type of SatCOLT or FAK used, lack of a GPS-enabled device, geography or other factors such as the porting process. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 (“E911”) service that is compatible with the FCC technical requirements is not available in all areas. Customer consents to Sprint’s disclosure of End-User information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer’s name, address, number, and the location of the user of the Service at the time of call. Customer will reasonably assist Sprint in coordinating 911 service with the appropriate state or local Public Safety Access Points (PSAPs).

Geographic Information Services. Sprint or a third party application service provider may access, use, and disclose the geographic location of Products to provide Customer with geographic information services (GIS) downloaded or accessed through the SatCOLT or FAK or Services, including, but not limited to, global positioning satellite (GPS) services. Customer is responsible for providing any applicable notice to End-Users that location information (i.e., the geographic coordinate of the SatCOLT or FAK) may be accessed, used or disclosed in connection with the Service. SPRINT IS NOT LIABLE
FOR ANY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION (INCLUDING ALL ACTIONS BY THIRD PARTIES) ARISING OUT OF CUSTOMER'S FAILURE TO NOTIFY END-USERS OR CUSTOMER'S USE OF ANY GEOGRAPHIC INFORMATION SERVICE OR LOCATION INFORMATION.

12. **Sprint Site Requirements.** Physical Site Requirements (Note: these are preferred deployment guide lines and will have to be evaluated for each Deployment):
   - 24x7 unrestricted access to the property
   - 24x7 Security to protect the SatCOLT or FAK as deemed required by Sprint
   - No parking of SatCOLT within 100’ of power lines
   - No more than 3 degree of incline
   - Firm placement surface such as asphalt, concrete, hard dirt, etc. for parking of SatCOLT or installation of FAK. The SatCOLT cannot be parked in soft dirt, mud or sandy area due to the weight of the vehicle. FAK requires a solid, flat surface for mounting.
   - 50’x50’ parking area for SatCOLT in case Sprint needs to set up a fence or protective barrier and to allow sufficient area to deploy guying ropes.