WIRELESS CAMPUS MANAGER AVAILABLE FROM SPRINT SERVICES ANNEX

The following terms and conditions in this Wireless Campus Manager available from Sprint Services Annex ("Annex"), together with the applicable Sprint service agreement ("Agreement"), govern Sprint’s provisioning and Customer’s use of Wireless Campus Manager available from Sprint Service. "Service" as used in this Annex will mean and refer to Wireless Campus Manager available from Sprint Service. Capitalized terms not otherwise defined in this Annex have the meaning defined in the Agreement.

1. WIRELESS CAMPUS MANAGER SERVICE. Wireless Campus Manager available from Sprint ("WCM") Service is a complete mLearning infrastructure solution for K-12 schools for use on Tablets, Embedded Netbooks and Embedded Notebooks. WCM Services include Policy Development, Procurement System with Approval Controls, Mobile Device Management (MDM), Safety/Filtering for CIPA Compliance, Collaborative Learning Platform (LMS), Device Staging and Imaging, Asset Management, RMA Support and Usage Monitoring (Sprint only).

1.1 Policy Development. Sprint will work with Customer to build its program. Sprint customizes all documents Customer will need such as program guide, acceptable use, student pledge, school mobility program policy, break/fix policy, warranty and more.

1.2 Procurement System with Approval Controls. Sprint will build a procurement system with electronic approval to the Customer’s CTO that automates the purchase order process.*

1.3 Mobile Device Management (MDM). Mobile Device Management manages Mobile Security, Email, Applications and Content. MDM helps to deploy, secure, monitor and manage Android™, Apple® iOS, Mac® OS X, BlackBerry®, Symbian™, Windows Mobile® and Windows® Phone devices deployed throughout the enterprise.

1.4 Safety/Filtering for CIPA Compliance. CIPA compliant filtering blocks inappropriate content without blocking learning. It can be customized to allow and block lists and flexible policy profile capabilities. It contains features to balance educator and IT needs and has the ability to limit and prioritize web traffic.

1.5 Collaborative Learning Platform (LMS). Learning Management software has an educational resource library to access, share, and incorporate videos, web sites, documents, and more. It also includes blogging, closed messaging, discussions, online assignments, and groups. Bundles are also available to organize, share, and find content and lessons (with standards alignment).

1.6 Device Staging and Imaging, Asset Management. Sprint will stage all devices in its warehouse and load all essential software and specified image load. This allows Customer to activate and deploy in a matter of days instead of months. This tool allows Customer to manage student and teacher assets and all software licenses on devices including textbook certificates, MDM, Warranty, break/fix policy, LMS, SIMs/ESNs and more.

1.7 RMA Support. Sprint will support Customer with return and replacement of devices. The RMA & Break Fix request process provides the ability to submit exchanges within Sprint’s free replacement period as well as after the free replacement period but within the OEM’s warranty period. Shipping for RMA support will be charged to Customer. Manufacturer warranty and maintenance contracts are not included. For more information please visit www.sprint.com/returns.

1.8 Usage Monitoring (Sprint only). This is a special budget protecting feature that is only available for Customers using Sprint wireless services. This feature includes email alerts are sent at 50, 75, and 90 percent usage with devices cut off if they reach 100 percent, trend reports for each end user, email notification of plan change requests when complete.

1.9 POC Help Desk Support. A team of customer service and technical support personnel are available from 8:00 a.m. to 8:00 p.m. (Eastern Time) Monday through Friday. The customer service and technical support organization will be closed on the nine National Holidays recognized by Sprint. The help desk support provides the Customer's POC with support to technical, general, web portal, web portal components, process questions and complete account change requests.

2. ORDERING. Customer must order Wireless Campus Manager services through its Sprint Account Manager.
3. PARTIES' RESPONSIBILITIES

3.1 Customer’s Responsibilities

A. **Management.** Customer will provide a dedicated telecom manager and back up to serve as the primary interface with Sprint for the duration of the Wireless Campus Manager implementation process and for ongoing operation. The telecom manager’s commitment includes, among other items, participation in implementation meetings, collection of Customer data, completion of forms, coordination of Customer’s implementation procedures, and ensuring that Customer’s end users perform all required functions. Provisioning services assumes (1) Customer provides gold image, (2) gold image is tested and approved in advance by Sprint and (3) any updates or changes to original image may result in additional charges and/or delays in the project.

B. **Information.** Prior to deployment of Wireless Campus Manager Services, Customer will identify staffing contacts, provide baseline subscriber data and device inventory information, and complete all device management training. After deployment of Wireless Campus Manager Services, Customer will provide changes and updates to the information described in this section to Sprint.

C. **Letters of Authorization.** Customer will provide letters of authorization, in form reasonably acceptable to Sprint, to each wireless carrier for which Customer wishes to utilize Wireless Campus Manager Services that authorize the release of billing data to Sprint or such of Sprint’s agent(s) as needed. Customer acknowledges that without such letters of authorization, Sprint will not be able to provide Wireless Campus Manager Services to end users who utilize BYOD using a non-Sprint device.

D. **Liability for Telephone Service Fees.** Customer is solely responsible for payment of all invoices issued in connection with wireless services provided by Customer’s chosen non-Sprint wireless carriers. Nothing in this Agreement shall be deemed to transfer liability concerning devices, wireless services, accessories or any charges whatsoever related to Customer’s procurement of wireless services, devices and related products to Sprint. In the event that Sprint is making payments to carrier(s) on Customer’s behalf, Sprint will exercise commercially reasonable efforts to remit payment timely to carrier(s). Timely payments to carriers are contingent on timely receipt of payment by Customer to Sprint.

3.2 Sprint Responsibilities. Sprint will exercise commercially reasonable efforts to timely communicate and make effective any change in carrier services or change in carriers Customer may request. Sprint will also exercise commercially reasonable efforts to timely make any change in Services Customer may request.

4. BILLING AND DEPLOYMENT OPTIONS. Customer may choose between two different deployment options: Customer purchased and owned devices or Bring Your Own Device ("BYOD"). Sprint will bill Customer for all lines activated on a Wireless Campus Manager Services plan monthly, in advance.