

COLOCATION SERVICES ANNEX

- 1. Colocation Services Description.** Sprint provides the Colocation Services (Colocation)* set forth in this Annex at Colocation Sites where Customer may order the appropriate cross connects to connect Customer Equipment to Sprint network or other third-party services. Installation of the Equipment by Sprint (Smart Hands Service) is also available to certain Customers on the terms set forth herein.

* Customer is required to order and maintain at least one Sprint network service with Colocation Service, as set forth in Section 4(a) below.

For purposes of this Annex:

- a) **“Colocation Components”** means: Colocation may consist of one or more of the following: floor space, rack space, security enclosure, AC power, DC power, cabling, conduit space, vault space, riser space, and cross connects.
 - b) **“Colocation Site”** means: a leased space within a Sprint-owned physical premise, enabling Customer to collocate, install and maintain their Equipment.
 - c) **“Equipment”** means: units of electronic telecommunications equipment, including but not limited to routers, switches, multiplexers, racks, fiber panels, owned or leased by Customer, to be installed in Colocation Site(s) and connected to telecommunications circuits as part of Sprint’s provisioning of services to Customer
 - d) **“ICB”** means: an Individual Case Basis (ICB) determined by Sprint, per a specific site survey.
 - e) **“Rack Space Components”** means: rack, fuse panel, fiber panel, rack mounting hardware, power cable, breaker, lugs, and cross connect(s).
- 2. License to Use.** Sprint grants to Customer, a license to use rack space and such other space as is reasonably necessary (“Equipment Rack Space”) for the installation of Customer’s Equipment at the Colocation Site. Rack Space is subject to availability. The specifications of the Colocation Site, including size, amount of Rack Space, any security enclosure, and other relevant details, shall be set forth in the applicable Colocation Service Order Form.
- 3. Customer Access to Site.**
- a) **Routine Access for Maintenance.** Customer’s authorized representative may access its Equipment at the Colocation Site for the purpose of carrying out any necessary maintenance and/or repair to the Equipment subject to the Escort Fees below. To gain access and request an Escort from Sprint, Customer must fill out the site access request form, and allow for up to 3 days (72 business hours) before gaining access to the site for a routine visit.
 - b) **Emergency Access.** If a customer needs to gain access to the POP or Switch site for an emergency, they need to contact the Transport Service Assurance (TSA) to request emergency site access. The customer must provide a circuit ID and explanation as to why it needs to gain access to the site with less than 72 business hours’ notice. The NOC TSA team will review the request and create a ticket to dispatch a technician for Colocation Site access. The customer will also provide the names, titles, assignment locations, and contact information of all such individuals requesting access.
 - c) **Escort Fees.** For access to the Colocation Site, for any reason, Customer must be escorted by a Sprint representative and must pay the applicable Escort fees as set forth in Section 6 below.
- 4. Customer Responsibilities.**
- a) **Core Service Order Requirement.** Customer is required to order and maintain at least one Sprint network service for the duration of the Colocation and is subject to the terms and conditions for that Sprint Service.
 - b) **Customer will maintain its Equipment in the Colocation Site.** The Equipment must meet manufacturer and industry specifications or standards and be maintained in a manner so as to avoid hazard to the space or any personnel who access the Colocation site. Customer will be liable for damages to any Colocation site or Sprint equipment location in such site to the extent such damage is the result of any negligent act or omission of Customer or any of its respective representatives, including third parties.
 - c) **Termination.** Customer will provide Sprint no less than 60 days written notice to Sprint of when it intends to terminate Colocation and remove its Equipment from the Colocation Site.
 - d) **Equipment Removal from Site/Fees.** Customer must remove Equipment: a) within 30 calendar days after Sprint terminates Customer’s network services pursuant to the underlying service agreement or Customer’s Colocation

pursuant to Section 5(c) below; or b) by the date stated in a Customer's notice of termination, as outlined in Section 4(c) above. Sprint will continue to charge, and Customer will be liable for the rack space and power until such Equipment is removed. If Customer fails to pick up Equipment as set forth above for any reason, such fact will be conclusive evidence of intent by Customer to abandon such Equipment which will entitle Sprint to remove the Equipment without further notice or liability to Customer. Customer will be liable for an abandonment fee of \$7500 per rack which will be due and owing to Sprint as compensation for the cost of removal and disposition of the Equipment.

- e) **Insurance Coverage.** Use of the Equipment at Colocation Site(s) will be at the Customer's risk, and Customer will be responsible for insuring the Equipment against all risks, including but not limited to those risks arising from the transportation, handling, transfer, and installation by Sprint of Customer Equipment. Customer will maintain insurance policies for commercial general liability, including coverage for Contractual Liability, personal injury, bodily injury, and property damage, in an amount not less than \$1,000,000 combined single limit with respect to any one occurrence, \$2,000,000 General Aggregate; public liability; business interruption; and "All Risk" Property insurance (including transit coverage) covering not less than the full value of Customer's Equipment on the Colocation Site (s)during the term of any Colocation Service Order. Such insurance will be maintained with a reputable insurer and will name Sprint as an additional insured and include a waiver of subrogation in favor of Sprint, and Customer will produce on demand for inspection by Sprint adequate proof of such insurance. In the event Customer uses contractors or representatives to perform work at the Site, or in transit, and any loss occurs as a result thereof, Sprint will look first to Customer and Customer's insurers for indemnification.
- f) **Equipment Shipment (Storage Fees and Custom Duties).** Customer is solely responsible for ensuring that all Equipment and any ancillary materials needed for usage are timely and properly shipped from their point of origin to the Colocation Site, including but not limited to compliance with export and import laws, declaration and payment of applicable duties, and arrangement for local transportation. Customer will be liable for any reasonable storage fees for Equipment that Sprint incurs prior to installation, and Customer will reimburse Sprint accordingly.
- g) **Installation, Test and Service Plan ("Smart Hands" Installation Service Performed by Sprint).** If Customer elects to purchase Smart Hands Service for installation of its Equipment, prior to the commencement of any Smart Hands Service by Sprint, Customer must provide a written **Installation Service Plan** to Sprint which, at minimum, provides details relating to:
 - i) **Equipment Inventory.** Customer must provide a complete inventory of all equipment to be installed (including but not limited to the total number of devices, cables, digital files, and hardware).
 - ii) **Mechanical Installation.** Customer must provide step-by-step instructions on the assembly, organization, and installation of equipment in the Equipment Rack Space. Instructions must detail the wiring, cabling, powering, and verification processes for all equipment, along with a description of all status lights and their associated meanings.
 - iii) **Configuration.** Where applicable, Customer must provide step-by-step device and network configuration instructions (and/or scripts) to enable Sprint technicians to connect the Equipment with Customer's network, enable remote management, update configurations, and other necessary configurations. Customer must also provide the software and cables necessary for Sprint technicians to connect to the console interface of the Equipment.
 - iv) **Post Installation Checklist.** Customer must provide Sprint a Post Installation Checklist to verify proper installation and configuration of Equipment. Completion of the Post Installation Checklist serves as final validation that all "Smart Hands" Installation Service is completed.
 - v) **Troubleshooting.** Customer must provide detailed Troubleshooting guidelines and resources for events that may be encountered during installation and operation. Troubleshooting information should include recommended points of contact for Sprint technicians.
 - vi) **Test Plan.** Customer must also provide (either in the Installation Service Plan or in a separate document) a Test Plan which outlines the test resources, protocols, objectives, and success criteria for a post-installation Test.

5. Sprint Rights and Responsibilities.

- a) **Colocation Service Provision.** Sprint will provide all Colocation Services as set forth in this Annex, for the fees set forth in Section 6 below, using commercially reasonable physical, technical, and administrative security measures designed to secure the Colocation Space against unauthorized access.
- b) **Change Colocation Sites.** Sprint will be entitled, upon not less than 3 months' written notice to Customer, to move the Equipment to a different place within the Colocation Site, or to a different Colocation Site, provided only that the Colocation Site concerned is reasonably close to the Colocation Site (and that new Colocation Site will then become the "Colocation Site" for the purposes of this Agreement). If such move is directed by Sprint, the costs and expenses incurred in moving and installing the Equipment will be borne by Sprint.
- c) **Termination of Colocation.** Sprint has the right to immediately suspend or terminate Colocation and/or Customer's network services in accordance with MSA Section 12.2(a). If Sprint's termination of Customer's network services renders Customer noncompliant with section 4(a) of this Annex, such termination shall effectively terminate Colocation and Customer shall be subject to the equipment removal obligations and fees set out in section 4(d) above. In addition to the causes provided for in the MSA, Sprint has the right to immediately suspend or terminate Colocation if Customer has engaged in conduct that has caused or may cause (in Sprint's sole reasonable judgment) damage to the Colocation Site, Colocation Components, Sprint's network, or Sprint's employees.