

**SUPPLEMENTAL PROVISIONS  
FOR INTERNATIONAL COLLOCATION SERVICES  
("SUPPLEMENTAL PROVISIONS")**

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**1. GENERAL**

**1.1 Applicability.** These Supplemental Provisions contain general terms and conditions that apply to all Sprint International (non-U.S.) Collocation Services being purchased by Customer. "Agreement" refers to the written contract signed by Customer for the purchase of Sprint Products and Services, including all attachments, these Supplemental Provisions and other documents incorporated by reference, and all related Orders.

**1.2 Definitions and Interpretation.** All capitalized terms in these Supplemental Provisions that are not defined below have the meaning ascribed to them in the Agreement. In the event of any conflict of interpretation between these Supplemental Provisions and the Agreement with respect to any International Collocation Services, these Supplemental Provisions will prevail; however, the terms and conditions of the Agreement will prevail with regard to all other Services.

"Business Day"	Monday through Friday during standard business working hours, excluding any public holidays, applicable at each Collocation Site.
"Collocation Provider"	The third party facilities-based telecommunications provider that makes facilities available for telecommunications services providers, resellers, and customers to place their equipment in relative proximity and to interconnect that equipment to telecommunications circuits.
"Collocation Provider's System"	Collocation Provider's fiber distribution system located at the Collocation Site, for connection to the Equipment and use in providing the International Collocation Services.
"Collocation Site"	The physical location within a building where Collocation Provider has established Rack space, AC power, uninterruptible power supply (UPS), and suitable environmental conditions generally recognized by manufacturers of telecommunications switches and routers, for purposes of Customers ongoing collocation of its Equipment in conjunction with its use of telecommunications services; Collocation Site is also sometimes referred to as a 'Carrier Hotel.'
"Equipment"	Means units of electronic telecommunications equipment, including but not limited to routers, switches, multiplexers, and so forth, owned or leased by Customer, to be installed in Collocation Site(s) and connected to telecommunications circuits as part of Sprint's provision of services to Customer under the Agreement.
"Initial Period"	The Initial Period of Collocation Services begins upon completion of installation and testing of the Equipment at the Collocation Site, when telecommunication services are first made available to Customer; the Initial Period continues in effect until the Termination Date indicated in the Order (if the Termination Date in the Order is left blank, then the Initial period is for 12 months).
"International Collocation Services"	Refers generally to basic services associated with the fitting out of the Collocation Site; installation,

	interconnection, and testing of Equipment; cross-connection to circuits; and ongoing housing of Equipment at the Collocation Site, including provision of AC power and UPS, standard environmental conditioning, and controlled/secure access. For this, Sprint charges a combination of MRC and NRC, depending on the scope of work to be done and number of units of Equipment.
"Monthly Recurring Charges (MRC)"	The fixed monthly fees payable per Rack or per unit of Equipment for which International Collocation Services are provided, as indicated by 'MRC' in Sprint's pricing; MRC may be pro-rated for partial month International Collocation Services.
"Non-Recurring Charges (NRC)"	the variable rate charges assessed for installation, activation, or other such one-time activities, that are not included in the scope of the MRC; these fees are indicated as 'NRC' in Sprint's pricing;
"Order"	Sprint's standard Service Request Order Form (SROF) for International Collocation Services
"Rack"	A standard, generally-available telecommunications cabinet with front and rear doors, lockable side panels, either owned by Collocation Provider or the Customer, to be installed at the Collocation Site in order house all or some of the Equipment.
"Sprint"	Means the Sprint Nextel company identified in the Agreement with Customer or in any Order for International Collocation Services.
"Sprint Schedule(s)"	Are the terms and conditions governing Sprint's provision of certain Domestic and international interexchange Services that were detariffed by order of the U.S. Federal Communication Commission ("FCC"). Sprint Schedules are subject to change during the Term under the rules and authority of the FCC. Sprint Schedules are posted at Sprint's Rates and Conditions Website.
Termination Date	As indicated in the corresponding Order, the last day of the Initial Period and all subsequent anniversaries of the last day of the Initial Period (if the Termination Date in the Order is left blank, then the Termination Date is 12 months from commencement of the Initial Period).

## 2. EXPANDED SCOPE OF AGREEMENT

These Supplemental Provisions expand the scope of the Agreement between Sprint and Customer, in order to include International Collocation Services. For each purchase of International Collocation Services, Customer and Sprint will follow the Order processing procedures indicated in Article 4. of these Supplemental Provisions.

## 3. RELATIONSHIP WITH SPRINT-DESIGNATED THIRD PARTY COLLOCATION PROVIDERS

**3.1 Contractual Relationships.** Sprint will act on Customer's behalf to request International Collocation Services through contractual relationships that Sprint has in place with certain designated third party international (non-U.S.) Collocation Service providers ("Collocation Providers"), which are licensed or authorized to provide certain facilities-based telecommunications services within their designated operating territories. Collocation Providers used by Sprint to provide to Customer International Collocation Services pursuant to these Supplemental Provisions are expressly recognized as third party beneficiaries of the contractual arrangements as between Sprint and Customer as set forth in the Agreement and these Supplemental Provisions.

**3.2 Independent Contractors.** Sprint provides the International Collocation Services pursuant to these Supplemental Provisions as an independent contractor. Nothing in these Supplemental Provisions will create an

employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise, whether between Sprint and Customer or between Sprint and the Collocation Provider(s), their agents, employees or affiliates.

#### 4. ORDER PROCESSING

4.1 **Requests for Quotation.** For any International Collocation Services that Customer wishes to purchase from Sprint, Customer should begin by submitting to Sprint a written request for quotation, providing specific information on the International Collocation Services required, the requested Collocation Sites, and specifying the types of Equipment and circuits to be installed at each Collocation Site; Sprint will evaluate the:

- a) availability of Collocation space at each Collocation Site;
- b) need for payment of any reservation fee; and
- c) lead times necessary to make that space and those circuits available for Customer,

and will respond to Customer with a written quotation for International Collocation Services.

4.2 **Order Submittal.** Following Customer's receipt of Sprint's quotation, Customer should complete the corresponding Order form on the basis of Sprint's quotation, and submit it to Sprint for final review and confirmation of acceptance.

4.3 **Agent Designation.** Inasmuch as the International Collocation Services are provided in countries outside the United States, then as may required by:

- a) law or regulation;
- b) other telecommunications service providers; or
- c) the terms of the Agreement,

Customer appoints Sprint as its agent for the limited purpose of ordering and purchasing International Collocation Services, including but not limited to, local access and customer premise equipment as may be necessary.

4.4 **Additional Order Processing Arrangements.** For any Order Processing questions not addressed above, refer to the corresponding provisions of the Agreement.

#### 5. SPRINT'S RESPONSIBILITIES

5.1 **Sprint's Scope of Responsibility.** For each International Collocation Services Order submitted by Customer and accepted by Sprint, Sprint will be responsible to Customer for the following:

- a) coordinating collocation space and conditions for Customer at the Collocation Sites;
- b) providing project management resources to ensure smooth integration and implementation of Customer's Equipment into the Collocation Sites;
- c) coordinating completion of all cross connects for Sprint-provided telecommunications services from the Sprint transport services demarcation point to Customer's collocation space; the telecommunications services must be ordered by Customer separately from the Order submitted for International Collocation Services; and
- d) invoicing Customer directly and receiving payment for the International Collocation Services.

5.2 **Limitations to Sprint's Scope of Responsibility.** Except for Sprint's limited role and responsibilities as stated in 5.1, and for cases in which Customer has arranged to purchase from Sprint Managed Network Services for the Equipment to be installed at the International Collocation Site(s), Sprint is not otherwise responsible or liable for the Collocation Services including, but not limited to:

- a) provisioning of the Collocation Services;

- b) the maintenance or physical condition of the Customer's Equipment; or
- c) service assurance, including trouble tickets, trouble escalation and general trouble management.

## 6. CUSTOMER'S RESPONSIBILITIES

6.1 **Insurance Coverage.** Use of the Equipment at Collocation Site(s) will be at the Customer's risk at all times, and Customer will be responsible for insuring the Equipment against all risks. Customer will also effect and maintain insurance policies for public liability, material damage and business interruption cover from the Commencement Date until such date as is necessary to ensure that insurance is provided for all of the Customer's liabilities arising under each ORDER submitted and accepted under these Supplemental Provisions, and which would usually be covered under such policies irrespective of when any claim in relation to any such liability is made. Such insurance will be maintained with a reputable insurer and will include a waiver of subrogation in favor of Sprint, and Customer will produce on demand for inspection by Sprint adequate proof of such insurance.

6.2 **Access to Equipment.** Customer grants permission for all necessary access to Equipment, information, facilities and authorizations necessary to enable Sprint, its Collocation Providers, or both to fulfill their respective obligations under these Supplemental Provisions, and will provide such cooperation as may reasonably be required in connection with the International Collocation Services.

6.3 **Equipment Documentation and Access Details.** Customer will provide Collocation Provider with all user manuals, software and access code details and other documentation necessary for Collocation Provider to provide the International Collocation Services. Additional provisions with respect to Equipment access may apply when Customer also purchases from Sprint Managed Network Services for that Equipment.

6.4 **Obligations and Limitations on Use of Collocation Site.** The Customer will not be permitted to connect any of the Equipment to, or disconnect any of it from, the Collocation Provider's System without prior written consent from the Collocation Provider. The Customer, its employees, sub-contractors and agents will not examine or interfere with the Collocation Provider's System or any other equipment at the Collocation Site. The Customer will not be permitted to make any alteration or modification to the Collocation Site, or any of the Racks, storage facilities, fixtures and fittings or any other facilities provided by Collocation Provider. The Customer will keep that part of the Collocation Site at which the Equipment is located from time to time, clean and tidy and free from rubbish and other debris and refrain from obstructing any doors or access to that space at all times.

6.5 **Non-Interference.** The Customer and any individual at the Collocation Site on its authority or invitation will not use the Equipment or the International Collocation Services:

- a) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or
- b) in such a manner that causes interference with Sprint's, Collocation Provider's, or any other third party's use of their respective network or equipment.

Customer will promptly cooperate with Sprint and the Collocation Provider as may be appropriate in order to prevent unauthorized access by third parties via Customer's Equipment, telecommunications circuits, or access points.

6.6 **Regulatory Compliance.** Customer will use the International Collocation Services, and will conduct itself (and ensure that its sub-contractors, clients and employees conduct themselves) in accordance with:

- a) such reasonable conditions as may be notified in writing to the Customer by Collocation Provider from time to time;
- b) any lease, license or agreement, law, regulation (including but not limited to all relevant Health and Safety Regulations), or order affecting the use of the Collocation Site or provision of the International Collocation Services or use of the Equipment; and
- c) any direction of regulatory authorities having jurisdiction over the Collocation site, or over any license that governs the use or provision of telecommunications services in that country.

6.7 **No Encumbrances.** The Customer will ensure that no third party acquires any rights, mechanics liens, or encumbrances on the Collocation Site, or as against Sprint or Collocation Provider.

**6.8 Compliance with Internet Acceptable Use Policy.** If Customer's use of the International Collocation Services gives Customer any connection or access to the Internet, then Customer must conform to the Sprint acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.

**6.9 Equipment Shipment, Export/Import, and Customs 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 Collocation Site, including but not limited to compliance with export and import laws, customs declarations, payment of duties, and arrangement for local transportation. Customer will reimburse Sprint and the Collocation Provider for any expenses that they must incur in this regard on Customer's behalf in order to ensure that the Equipment arrives at the Collocation Site by the scheduled arrival date, and Customer will defend and hold harmless Sprint and Collocation Provider from any risk or liability for declarations made at Customer's direction for and on behalf of Customer.

## **7. CUSTOMER RIGHTS**

**7.1 Access.** In accordance with the Collocation Site access rules and procedures, which will be provided by Collocation Provider upon request, and the notification requirements set forth below, Customer will have the right to allow its duly authorized third parties to have access to the Equipment at the Collocation Site, upon giving reasonable notice to Collocation Provider; this includes access during the Business Day for the purpose of inspecting the Equipment and the Collocation Site. A person will only be "appropriately authorized" if Customer has given to Collocation Provider prior written notice that the person is to be permitted access to the Equipment on Customer's behalf, indicating names, titles, assignment locations, and phone numbers of all the individuals who are authorized by Customer to access each Collocation Site, including both Customer personnel as well as any third party maintenance vendors. The Customer acknowledges its duty to notify Collocation Provider of authorized personnel before these individuals arrive at the Collocation Site.

**7.2 Maintenance and Repairs.** In accordance with the Collocation Site access rules and procedures, available upon request from Collocation Provider, Customer will usually have the right to access its Equipment at the Collocation Site at all times, 24 hours a day 7 days a week, for the purpose of carrying out any necessary maintenance and/or repair to the Equipment, which neither Sprint nor Collocation Provider is obliged to provide as part of the International Collocation Services (unless Customer has purchased Sprint Managed Network Services from Sprint, or 'Hands Free' services from Collocation Provider). In cases where emergency maintenance, repair work, or both is necessary, the Customer will give Collocation Provider as much notice as is possible under the circumstances (and the Customer acknowledges and accepts that immediate access may not be possible if the agreed procedures for accessing the Collocation Site are not followed). If such maintenance or repair requires the Equipment to be disconnected from (or re-connected to) the Collocation Provider System, this will be done by a Collocation Provider engineer and charged on a time and materials basis to the Customer.

**7.3 Grounds for Access Denial.** Notwithstanding Article 7.1 of these Supplemental Provisions, Collocation Provider will be entitled to refuse any person entry to the Collocation Site if:

- a) he or she cannot present personal identification generally recognized by governmental authorities in the country where the Collocation Site is located, and/or is not appropriately authorized by Customer;
- b) Collocation Provider reasonably considers it inappropriate to allow the individual access to the Collocation Site for health and safety reasons (whether or not they are appropriately authorized); or
- c) any individual wishing to acquire access to the Collocation Site refuses to be searched, or have his/her belongings searched for security purposes in accordance with standard operating procedures applicable at said Collocation Site.

**7.4 Designation of Primary Contact Points.** Together with each Order for International Collocation Services that Customer submits to Sprint, Customer will inform Sprint in writing of the following:

- a) primary contact to work directly with Collocation Provider at each Collocation Site for coordinating all activities at that Collocation Site; and
- b) primary contact to work directly with Sprint for coordinating the International Collocation Services at each Collocation Site.

## 8. CUSTOMER REPRESENTATIONS AND WARRANTIES

Customer represents and warrants that:

- a. it will act with all due care and skill when inside the Collocation Site, working on the Equipment or otherwise performing its obligations under these Supplemental Provisions;
- b. any Equipment installed at the Collocation Site will at all times fully conform with the manufacturer's specification of the Equipment, applicable Equipment homologation or certification requirements, and other relevant legislation and regulations that apply from time to time, including without limitation, those concerning safety and electro magnetic compatibility, as established by pertinent regulatory authorities in the country in which the Collocation Site is located;
- c. it has all requisite consents, licenses and authorities (whether statutory or otherwise) that are applicable or required in connection with the execution of and performance of its obligations under these Supplemental Provisions, and that it will fully comply with its obligations under the same and under all relevant laws;
- d. it will ensure that, so far as it is within the Customer's control, its use of the International Collocation Services will not infringe any patents, trade marks, design rights, copyright, database right, know how, privacy rights, and other similar rights or obligations of any third party in any country in which Customer is using the International Collocation Services; and
- e. the total power consumption of all of its Equipment will not at any time exceed 500 Watts per square meter, unless previously agreed in writing with Sprint.

## 9. SPRINT'S RIGHTS

- 9.1 **Change Collocation Sites.** Sprint will be entitled, upon not less than 3 months' written notice from time to time to Customer, to move the Equipment to a different place within the Collocation Site, or to a different Collocation Site as designated in writing to the Customer by Sprint, provided only that the Collocation Site concerned is reasonably close to the Collocation Site (and that Collocation Site will then become the "Collocation Site" for the purposes of this Agreement). The costs and expenses incurred in moving and installing the Equipment will be borne by Sprint, or Collocation Provider per their contractual arrangements.
- 9.2 **Customer-Initiated Change Requests.** If the Customer and Sprint agree that additional Equipment should be installed, Sprint reserves the right to relocate all or some of the Equipment to enable all such Equipment to be in the same area of the Collocation Site. All costs and expenses arising in connection with such relocation will be borne by the Customer.

## 10. PRICING, INVOICING, AND PAYMENT TERMS

- 10.1 **General Applicability of Agreement.** Except as expressly set forth below in this Article 10, invoicing and payment for all International Collocation Services purchased by Customer at the prices indicated in each corresponding Order submitted by Customer and accepted by Sprint will otherwise be in accordance with the corresponding invoicing and payment terms of the Agreement.
- 10.2 **Reservation Fees.** Customer acknowledges that at certain Collocation Sites, Collocation Providers will only reserve space upon payment of an ongoing monthly reservation fee covering the period between Customer's initial request for Collocation Space and the date on which the Equipment is actually installed and Customer begins paying MRC for ongoing usage; in such cases, Sprint will communicate this to Customer during the quotation process, and Customer recognizes that in such cases, unless and until Sprint has received the reservation fee payment from Customer, no guarantee of space availability at any particular Collocation Site can be made.
- 10.3 **Additional Services.** Sprint reserves the right to bill Customer for any additional Services that may be ordered from Collocation Provider that are not stated in the Order submitted by Customer and accepted by Sprint.
- 10.4 **Invoicing.** Sprint will issue invoices to the Customer for MRC monthly in advance, and for NRC, at the close of each monthly billing cycle during with NRC was incurred. Value Added Taxes ("VAT") will be added to all sums

invoiced under this amendment, at the rate prevailing at the date of the invoice in the country in which the International Collocation Services are delivered, and Customer will pay the corresponding VAT at the same time as the amount to which it relates.

**10.5 MRC Cost Basis.** The Customer acknowledges that the MRC has been calculated and agreed on the basis that the average AC power consumption per square meter for the Customer's Equipment will not exceed the maximum stated in Article 8.5 of these Supplemental Provisions, and that use of excess power will impose a greater burden on the Collocation Site. In the event that such limits are exceeded (or Sprint and/or Collocation Provider reasonably anticipates they will be exceeded) Sprint will have the right to either:

- a) increase the corresponding MRC to take account of any excess use of power; or
- b) require Customer to make such changes to its Equipment (if necessary including the removal of any items thereof) as will reduce such power consumption to the limits established in Article 8.5 of these Supplemental Provisions.

**10.6 Payment Security.** The Customer grants Sprint a lien over the Equipment to secure all sums due, owing or incurred to Sprint under any Order submitted by Customer and accepted by Sprint, and such lien will continue and Sprint will be entitled to retain possession of all Equipment (and the Customer will not be entitled to remove the Equipment from the Collocation Site) until Sprint has received all such sums in cleared funds.

## 11. DISCLAIMER

Customer understands and acknowledges that Sprint relies upon the technical and business requirements provided by Customer in scoping and pricing any International Collocation Services to be ordered pursuant to these Supplemental Provisions. Customer agrees that, to the best of its knowledge, its technical and business requirements are met at each particular location by the International Collocation Services as specified in each completed Order that Customer submits to Sprint. Customer understands and agrees that if it needs additional International Collocation Services to further satisfy its technical and/or business requirements, then Customer will need to submit additional Orders to Sprint. However, for any such services that are not within the scope of these Supplemental Provisions, then Sprint and Customer may need to negotiate and sign some other type of amendment to the Agreement.

## 12. TERMINATION OF INTERNATIONAL COLLOCATION SERVICES

**12.1 Early Termination.** If Customer terminates any International Collocation Services prior to the Termination Date indicated in the corresponding Order submitted by Customer and accepted by Sprint, Customer will be responsible and liable for all MRC remaining in the Initial Period or, if applicable, any renewal of the term.

**12.2 Equipment Removal Following Expiration or Termination.** Immediately upon expiration or earlier termination of any Order for International Collocation Services, the Customer will at its own cost remove the Equipment from the Collocation Site (subject to any lien which Sprint may have over the Equipment), and Sprint will be entitled to charge for the space occupied by the Equipment at its then standard charges at the Collocation Site. If Customer does not remove the Equipment within five Business Days of expiration or termination, then Sprint may have said Equipment removed, and take possession of the Equipment in order to secure any sums due by Customer to Sprint, including any cost of removal.

**12.3 Ongoing Rights.** Termination of any Order submitted by Customer and accepted by Sprint under these Supplemental Provisions will be without prejudice to the rights, duties and liabilities of either Party accrued prior to termination, and will not affect any term that is stated to continue (or must by inference continue) after termination. These Supplemental Provisions, including but not limited to the provisions related to Customer's payment obligation, apply for so long Sprint continues to provide any International Collocation Services pursuant to any Order. Upon expiration of the Initial Period, the Collocation Services will continue on a month-to-month basis until:

- a) the parties agree on renewal terms in writing; or
- b) either party terminates the corresponding Order for International Collocation Services with thirty (30) days prior notice.

**12.4 Sprint Right to Suspend or Terminate Services.** Sprint may immediately suspend or terminate the International Collocation Services if Customer:

- a) fails to cure its default of the payment terms in Article 10 above;
- b) fails to cure any other material breach of the Agreement or these Supplemental Provisions within 30 days after receiving Sprint's written notice;
- c) provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services; or
- d) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance,

or if Sprint terminates the Agreement under this Section, Customer will be liable to pay for any International Collocation Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination or shortfall liabilities.

### **13. LIMITATION OF LIABILITY/INDEMNIFICATION**

**13.1 Limitations.** To the maximum extent permissible in law, all conditions, warranties and other terms which would otherwise be implied by statute or custom relating to provision of the International Collocation Services provided under these Supplemental Provisions are hereby excluded. The Customer acknowledges and agrees that the provisions of this Article 13.1 are reasonable, given the sums payable to Sprint, and the disproportionate size of claims that might otherwise be brought had Customer's charges for NRC and MRC been calculated on any other basis.

**13.2 Indemnification.** The Customer will indemnify Sprint and hold it harmless against any and all costs, expenses (including attorneys fees), liabilities, losses, damages, claims, demands and judgments which Sprint incurs or suffers as a result of:

- c) any claim that the presence of the Equipment at the Collocation Site (or its installation or use there) infringes the intellectual property rights, industrial property rights, or privacy rights of a third party;
- d) any claim arising from the content or data stored on or transmitted through the Equipment; or
- c) any damage done to the Collocation Site, or to any third party's equipment at the Collocation Site caused by the Customer or its representatives.

**13.3 Personal Injury, Death or Damage to Personal Property.** Customer will indemnify and defend Sprint and Collocation Provider, their directors, officers, employees, agents and their successors, from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising directly from Customer's Equipment at the Collocation Site relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Customer or its subcontractors, directors, officers, employees or authorized agents.

**13.4 Acknowledged Third Party Beneficiary.** Collocation Provider, in its capacity as a third party beneficiary under these Supplemental Provisions, will be covered by these limitation of damages and liability provisions and those of the Agreement to the extent applicable to International Collocation Services, and therefore Collocation Provider will not be liable to the Customer for any indirect, special, punitive, or consequential damages.

[End of Supplemental Provisions for International Collocation Services]