

**GOVERNMENT MASTER SERVICES AGREEMENT
(TRS/CapTel)**

THIS GOVERNMENT TRS MASTER SERVICES AGREEMENT is made between **SPRINT COMMUNICATIONS COMPANY, L.P.** as contracting agent for the affiliated Sprint entities providing the Products and Services ("Sprint"), and **STATE OF NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION** ("Customer").

1. GENERAL.

- 1.1 Applicability.** This Agreement contains general provisions that apply to all Products and Services that Customer purchases from Sprint, including, but not limited to, TRS Services. "Agreement" refers to this written contract signed by Customer for the purchase of Products and Services, including all attachments, other documents incorporated by reference, and all related Orders.
- 1.2 Rates and Conditions Website.** Customer's use of Sprint Products or Services is also governed by the applicable Product and Service annexes attached to this Agreement or accessible from the Rates and Conditions Website.
- 1.3 Order of Precedence.** Customer's solicitation for proposals and Sprint's response (if any) are incorporated into the Agreement by this reference. If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply: (a) this Agreement, including all relevant attachments; (b) posted or referenced terms; (c) Sprint's response to Customer's Request for Proposal No. DE 90-225 for Dual Party Relay Service; and (d) Customer's Request for Proposal No. DE 90-225 for Dual Party Relay Service. Furthermore, specific terms will control over general provisions and negotiated, added, or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

- 2. TERM.** This Agreement is binding once signed by both parties. The term of the Agreement ("Term") shall begin on September 10, 1991 ("Commencement Date") and continue until written notice of termination is provided by Customer not less than one hundred twenty (120) days prior to the effective date of termination.

- 3. ATTACHMENTS.** The following attachments are incorporated into this Agreement by reference:

Attachment A: TRS/CapTel Services Pricing

4. ORDERS AND CHARGES.

4.1 Orders.

- A. Purpose and Effect.** Orders describe the Products and Services being purchased, including quantity, delivery destinations, and any other information required by the Agreement. Except as required by applicable law or regulation or a "special customer arrangement" form signed by both parties, the terms and conditions appearing in an Order or in any acknowledgment or acceptance of an Order will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.
- B. Issuance and Acceptance.** Customer will ensure that only persons authorized by Customer will issue Orders under this Agreement and Customer is liable for all Orders issued under this Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.
- C. Cancellation or Rejection.** Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason, including Customer's negative payment history with Sprint, failure to meet Sprint's ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.
- D. Customer Issue Purchase Orders.** Customer issued purchase orders are binding only upon acceptance in writing by Sprint. The terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

4.2 Rates.

- A. Rates.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.
- B. Fixed Rates and Percentage Discounts.** The rates and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates and discounts not fixed in the pricing Attachments will be based on then-current price lists at the time of purchase. If pricing in this pricing Attachments are stated only as a percentage discount off of a list price, the percentage discount

is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.

4.3 Rate Adjustments. Sprint may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice Customer the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary. Sprint may impose additional charges or surcharges to recover increased access costs imposed on Sprint as a result of Customer's specific traffic patterns, network configuration or routing protocol.

4.4 Taxes.

A. Taxes Not Included. Sprint's rates and charges for Products and Services do not include taxes. Customer will pay all applicable taxes including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based on, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.

B. Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.

C. Tax Exemptions and Exclusions. Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

5. BILLING AND PAYMENT.

5.1 Invoicing.

A. Commencement of Invoicing. Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the later of:

- (1) the date the Products or Services are installed and made available; or
- (2) the first day of the first bill cycle after the Effective Date.

B. Delays. If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order or if no date is specified, any time 30 days or more after the Effective Date.

C. Timing. In general, for recurring Services, Sprint bills fixed Service charges in advance and usage-based charges in arrears.

5.2 Payment Terms. Sprint will invoice Customer, and Customer will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make such payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by an applicable state law or regulation. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Sprint's written consent. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by Sprint, including but not limited to reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms. If Customer elects to participate in the Preferred Pay Program, Customer will remit payment using cash, check, or electronic funds transfer.

5.3 Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines, in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

6. **RESERVED.**

7. **WARRANTIES.** EXCEPT AS, AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

8. **EQUIPMENT AND SOFTWARE.**

8.1 **Equipment.** Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

8.2 **Third-Party Equipment or Software.** Customer is responsible for any items not provided by Sprint (including, but not limited to third party equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, Customer will promptly cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension.

8.3 **Software License.**

A. **Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Sprint's software vendors are provided by Sprint or posted at www.sprint.com/ratesandconditions or otherwise provided to Customer through click or shrinkwrap agreements.** Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

B. **Prohibitions.** Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer agrees not to reverse engineer, decompile, modify, enhance, any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will be terminated and Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

8.4 **Title to Equipment.** Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to Customer under this Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return Sprint-provided equipment (excluding equipment sold to Customer under this Agreement) to Sprint.

9. **USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to Customer's written consent with respect to each use, Sprint may use the Customer's name and contact information as a customer reference and may illustrate in the press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Sprint.

10. **CUSTOMER RESPONSIBILITIES.**

10.1 **Installation.** Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products and Services. Customer is responsible for damage to Sprint-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Sprint.

10.2 **Use of Products and Services.**

A. **Acceptable Use Policy.** If Customer purchases Products or Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.

B. **Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. Customer will cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

C. **Permits, Licenses and Consents.** Customer will obtain all required permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.

11. PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.

- 11.1 Nondisclosure.** Neither party may disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation continues for 2 years after this Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) a separate service agreement with Sprint containing nondisclosure obligations or (b) a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services.
- 11.2 Exceptions.** The restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of Recipient; (C) is received without restriction from a third party free to disclose it without obligation to Discloser; (D) is developed independently by Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to the FOIA section of this Agreement); or (F) is disclosed with the advance written consent of Discloser.
- 11.3 Injunction.** The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of an adequate remedy at law.
- 11.4 Customer Proprietary Network Information.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact for Customer.
- 11.5 Privacy.** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.
- 11.6 FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

12. LIMITATIONS OF LIABILITY.

- 12.1 Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligence or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. Customer's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision.
- 12.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 Unauthorized Access / Hacking.** Sprint is not liable for unauthorized third party access to, or alteration, theft, or destruction of Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment.
- 12.4 Content.** Sprint is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint.
- 12.5 Sprint Disclaimers.** Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from :

- A. The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
- B. Customer's breach of the licensing requirements in the Software License section;
- C. Customer's failure to comply with any provision of the Use of Products and Services section; or
- D. Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

13. INDEMNIFICATION.

13.1 Personal Injury, Death or Damage to Personal Property. Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and 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 Sprint or its subcontractors, directors, officers, employees or authorized agents.

13.2 Intellectual Property. Sprint will indemnify and defend Customer, Customer's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by Customer; or (ii) Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement.

For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its option, either:

- (A) at Sprint's expense, procure the right for Customer to continue using the Services;
- (B) at Sprint's expense, replace or modify the Services with comparable Services; or
- (C) or terminate the Services.

13.3 Rights of Indemnified Party. To be indemnified, Customer must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.

13.4 Exclusive Remedy. The provisions of this "Indemnification" Section state the entire liability and obligations of Sprint and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

14. TERMINATION.

14.1 Sprint Right to Terminate.

- A. Sprint may suspend or terminate Products or Services or this Agreement immediately if: (1) Customer fails to cure its default of payment terms of this Agreement; (2) Customer fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach; (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under the Agreement; or (5) Customer fails to comply with the resell restrictions contained in Section 1.5 "Resale".
- B. If Sprint terminates this Agreement under this Sprint Right to Terminate or Termination section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable charges identified in the "Effects of Termination" Section.

14.2 Customer Right to Terminate.

- A. Material Failure.** Customer may terminate a Product or Service if Sprint materially fails to provide the Product or Service, Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Sprint fails to cure the material failure within the 30-day cure period, and Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by Customer or a failure identified in the "Force Majeure" section.
- B. Termination for Convenience.** Customer may terminate this Agreement during the Term by providing 120 days' written notice to Sprint. If Customer exercises its right to terminate for convenience, Customer must pay Sprint all fees and charges for Products and Services received up to the effective date of termination.
- C. Termination for Nonappropriation.** Customer may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination. Customer will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Sprint's request, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If Customer terminates the Agreement in part or in whole under this nonappropriation provision, Customer will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination.
- 15. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts or events beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers, cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

16. DEFINITIONS.

- 16.1** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purposes of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.
- 16.2** "Captioned Telephone Services" or "CapTel Services" is a form of TRS Services used by persons with a hearing disability but some residual hearing. It uses a special telephone that has a text screen to display captions of what the other party to the conversation is saying. A captioned telephone allows the user, on one line, to speak to the called party and to simultaneously listen to the other party and read captions of what the other party is saying. Unlike traditional TRS (where the CA types what the called party says), the CA repeats or re-voices what the called party says. Speech recognition technology automatically transcribes the CA's voice into text, which is then transmitted directly to the user's captioned telephone text display.
- 16.3** "Confidential Information" means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement, and (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations, planning, marketing plans, and products; and the pricing and terms of this Agreement including related discussions, negotiations, and proposals.
- 16.4** "Discloser" means the party disclosing Confidential Information.
- 16.5** "Domestic" means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product-specific Terms.
- 16.6** "Effective Date" is the date the last party signs this Agreement.
- 16.7** "Network" or "Networks" means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint.
- 16.8** "Order" or "Purchase Order" means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or use, of Products or Services.

- 16.9 "Order Term" means the term designated for an individual Order.
- 16.10 "Product(s)" includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 16.11 "Product-specific Terms" means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- 16.12 "Rates and Conditions Website" means the website found at <http://www.sprint.com/ratesandconditions/>.
- 16.13 "Recipient" means the party receiving Confidential Information.
- 16.14 "Service(s)" means wireline business communications services, including TRS Services, basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.
- 16.15 "TRS Services" or "Telecommunications Relay Services" means telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. Such term includes services that enable two-way communication between an individual who uses a text telephone or other nonvoice terminal device and an individual who does not use such a device, speech-to-speech services, video relay services and non-English relay services.
- 17. MISCELLANEOUS.**
- 17.1 **Compliance with Law.** Each party will comply with all applicable laws in performance of its obligations under this Agreement.
- 17.2 **Independent Contractor.** Sprint provides Products and Services to Customer as an independent contractor. This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates.
- 17.3 **No Waiver of Rights.** The failure to exercise any right under this Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 17.4 **No Third Party Beneficiaries.** This Agreement's benefits do not extend to any third party.
- 17.5 **Sprint Personnel.** The composition of Sprint's account team and other personnel supporting this Agreement will be at Sprint's sole discretion. Sprint reserves the right to make changes to its organization in its sole discretion.
- 17.6 **Governing Laws.** This Agreement will be governed by the laws of the state where Products or Services are received by Customer, without regard to its choice of law principles. This English version of this Agreement will prevail over any foreign version.
- 17.7 **Dispute Resolution.**
- A. Jury Trial Waiver.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to this Agreement or an Order. This subsection survives the termination of this Agreement.
- B. Arbitration.** If the parties mutually agree, any dispute arising out of or relating to the Agreement may be finally settled by arbitration, including claims relating to the negotiations and the inducement to enter into the Agreement. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. § 1 et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in Kansas City, MO metropolitan area. If the dispute relates to Sprint's provision of Non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration for disputes related to Non-Domestic Products or Services in New York, NY, USA. No arbitration proceedings will not include class action arbitration.
- 17.8 **Assignment.** Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, except that Sprint may assign this Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to Customer.
- 17.9 **Amendments / Alterations.** This Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to this Agreement are not valid unless accepted in writing by both parties.

17.10 Notice. Notices required under this Agreement must be submitted in writing to any address listed in this Agreement for the other party or, for notices to Customer, to the address Sprint uses for shipping or billing or as set forth in an Order. In the case of a dispute, notices must also be sent to:

| | |
|--|---|
| Sprint: Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive MS: VARESA0208 Reston, VA 20196 Fax: (703) 433-8798 | Customer: _____ _____ _____ |
|--|---|

- 17.11 Severability.** If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.12 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.
- 17.13 Survivability.** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, nonappropriations, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.14 Entire Agreement.** This Agreement, including all referenced Attachments, documents, annexes, exhibits, and related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

**STATE OF NEW HAMPSHIRE PUBLIC UTILITIES
COMMISSION**

SPRINT COMMUNICATIONS COMPANY, L.P.

as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services

| | |
|---|---|
| By: _____ Authorized Signature | By: _____ Authorized Signature |
| Date: _____ | Date: _____ |
| Name and Title: _____ (please type or print) | Name and Title: _____ (please type or print) |
| Address: _____ | Address: 12502 Sunrise Valley Drive Reston, VA 20196 |

**ATTACHMENT A
TRS/CAPTEL SERVICES PRICING**

1. TRS PRICING

2. CAPTEL SERVICES PRICING.

[PLACEHOLDER – TO BE DETERMINED]

DRAFT