

1MILLION PROJECT TERMS AND CONDITIONS

WHEREAS, the purpose of the 1Million Project is to connect one million high school students who do not have internet access at home today. Sprint and the Sprint Foundation plan to help bridge the homework gap for one million high school students who do not have home access to the internet, by providing them with one free device and free wireless service for up to four years. The 1Million Project is intended to include students who are at least thirteen years old and in grades nine through twelve. and

WHEREAS, Sprint and the Sprint Foundation recognize that Members (defined below) may need access to additional devices in certain situations and will, as explained below, provide additional devices to offset any devices that are lost or stolen, as well as allow Members to determine whether Member or student may purchase additional devices (to replace lost or stolen devices) if they so choose; and

WHEREAS, Sprint and the Sprint Foundation have committed to providing devices and wireless service to one million underserved high school students,

THEREFORE, Sprint and the Sprint Foundation agree to provide devices and wireless service, which the Members agree to distribute to Students that Member has identified as eligible to participate in the 1Million Project, subject to the terms and conditions below.

1. GENERAL

- 1.1 Applicability.** These 1Million Project Terms and Conditions contain requirements that apply to all Devices and Services that Sprint or the Sprint Foundation provides to Member under Sprint's 1Million Project (the "Project") and/or that Member receives or purchases from Sprint or the Sprint Foundation.
- 1.2 Devices.** Sprint and the Sprint Foundation will provide one activated wireless device for each Student, as well as a surplus of devices that may be used if the original device is lost or stolen. If the Member has exhausted its surplus devices, Member may elect to purchase additional devices or may allow Students to purchase additional devices. Additional devices under this section may be, at Sprint's discretion, made available at a reduced price. Wireless service can only be linked to a device obtained through the 1Million Project.
- 1.3 Definitions.** For the purposes of the Project and Agreement only, the following definitions shall control and supersede any conflicting definitions in the documents that make up the Agreement:
- A. **"Activation Date"** means the date Member activates the Device on the Sprint Networks.
 - B. **"Active Unit" or "Line"** means an active piece of wireless Device.
 - C. **"Agreement"** means these 1Million Project Terms and Conditions accepted by Member, documents incorporated by reference herein, and related Order(s).
 - D. **"Commencement Date"** for the Order Term for each Member Line Plan means the Activation Date of the Device(s) specified in the Order.
 - E. **"Customer" or "Member"** means the entity working with Sprint to distribute Devices to Students.
 - F. **"Customer Line" or "Member Line"** means an Active Unit (i) activated by Member for end use by Member's Student (as defined herein), (ii) enrolled in a Plan, and (iii) for which Member is financially liable.
 - G. **"Device(s)"** means a piece of wireless-capable equipment and/or accessories that Members or Students obtain from Sprint or the Sprint Foundation. For purposes of the Standard Terms and Conditions, a Device is a "Product."
 - H. **"Eligible School" or "Eligible School District"** means a school or school district that meets the requirements to participate in the Project.
 - I. **"1Million Replacement Equipment Pricing" or "1Million Equipment Price"** means the pricing or price for the Devices that a Member or a Student may elect to purchase and that are eligible for use in the Project, and which shall not exceed the Suggested Retail Price (SRP) of the applicable Device.
 - J. **"Plan"** means the Sprint wireless service plan available under the Project and specified in Section 16 of these 1Million Project Terms and Conditions.
 - K. **"Service(s)"** means any service Sprint or the Sprint Foundation provides under this Agreement, including wireless services.
 - L. **"Student(s)"** means the individuals from a low-income family **who do not have internet access at home**, who are in grades 9-12, who are 13 years of age or older, who have submitted a Parent/Guardian Consent Form, and to whom the Member provides an Active Unit.
 - M. **"Ours", "us", "Sprint", and "we"** means the Sprint contracting entity for this Agreement and includes Sprint Prepaid
 - N. **"You(rs)"** means a Student or Member participating in the 1Million Project.

2. PROJECT TERMS AND CONDITIONS

- 2.1 Standard Terms and Conditions.** Sprint's Standard Terms and Conditions for Communications Services (the "Standard Terms and Conditions") as posted at Sprint's Rates and Conditions Website at http://www.sprint.com/business/resources/ratesandterms/Standard_Terms_and_Conditions_for_Communications_Services.pdf are incorporated into the Agreement and apply to all Sprint Devices and Services provided or sold under the Agreement. Member's use of Sprint Devices or Services is also governed by the Wireless Services Product Annex as

posted at http://www.sprint.com/business/resources/ratesandterms/wireless_services_product_annex.pdf. Capitalized terms not defined in the Agreement are defined in the Standard Terms and Conditions or the Wireless Services Product Annex, as may be amended by Sprint in its sole discretion.

2.2 Order Terms and Conditions. Pricing and usage requirements and restrictions are set forth in Section 16 of these 1Million Project Terms and Conditions, and additional pricing, quantity and usage requirements and restrictions may also be set forth in the Order. Devices or Services provided free of charge by Sprint under the Project shall be deemed to be “purchased” by Member for the purposes of interpretation of the Agreement.

2.3 Eligible Member in this Project/Students. An Eligible Member in the Project is defined as an Eligible School or Eligible School District that: (i) meets all of the requirements of the Project identified in Section 16 and as posted at http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2556 which are incorporated into the Agreement along with Member’s completed 1Million Project Application; and (ii) is approved by Sprint and the Sprint Foundation for participation in the Project. The intended end users of the Devices and Services under the 1Million Project are Students who are provided an Active Unit by a Member.

2.4 Resale. Member acknowledges and agrees that this is a retail agreement for use only by Member and Students as set forth in the Agreement. Member may not resell or lease wireless Devices and Services under the Agreement. Notwithstanding the foregoing, Member may participate in the Sprint Wireless Recycling Project. In no event can Member charge a fee to, or seek reimbursement for device costs from, Students in excess of the amount Member paid for the applicable replacement device.

2.5 Device Management Portal. Member may create online user accounts (“Delegate Accounts”) that allow users to access, make changes, and manage Member’s account through the Project’s Device Management portal. Members will be able to activate devices, report eligibility, and perform device swaps. Member is responsible for creating, managing, and revoking Delegate Accounts. Sprint does not manage that process. By creating a Delegate Account, Member agrees that Delegate Account users are authorized by Member to access and make changes to Member’s Sprint account. Member agrees that it will monitor its Sprint account and that Member is fully responsible for its account, including any changes made by Delegate Account users. Member agrees that it will hold Sprint harmless from any claim or harm that may arise from a Delegate Account user’s handling of Member’s Sprint account and/or account information.

2.6 Precedence.

A. If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply:

- (1) Order(s)
- (2) 1Million Project Terms and Conditions
- (3) Member’s completed 1Million Project Application
- (4) Standard Terms and Conditions
- (5) Wireless Services Product Annex

Furthermore, specific terms will control over general provisions.

B. For Members that are state or local government entities and agencies, Sections **5, 6, 7, 8 and 9** of these 1Million Project Terms and Conditions take precedence over all other conflicting terms and conditions in the Standard Terms and Conditions or Wireless Services Product Annex. Sprint defines “government entities and agencies” as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. For Members that are non-governmental entities, Sections **5, 6, 7, 8 and 9** of these 1Million Project Terms and Conditions will not be applicable.

C. The following provisions in the Standard Terms and Conditions are not applicable to the Agreement:

- (1) 11.3(B)/(repayment of credits/waived charges); and
- (2) All references to “early termination liabilities” and “shortfall liabilities”.

3. TERM.

3.1 The Agreement is effective as of the date the Member accepts the Agreement (“Effective Date”) through any printed or electronic statement, including on the web by electronically marking that Member has reviewed and accepted. These 1Million Project Terms and Conditions will apply as of the Effective Date of the Agreement and continue to apply for as long as Sprint and the Sprint Foundation provide Devices and Services to Member. The Order Term of each Member Line/Plan shall commence on the Activation Date and terminate the earlier of (i) up to 48 months from the Activation Date; or (ii) August 31 of a student’s ninth grade class’s graduation year as shown in the following example:

Grade	Maximum Length of Term
9	up to 48 months
10	up to 36 months

11	up to 24 months
12	up to 12 months

3.2 NOTE: Member must place all Orders for Devices and Services authorized under its Approval Letter as defined in section 15.1.L(4). Failure to comply with the applicable Order deadline (set forth in this Section 3 or in Member's Approval Letter) may, at Sprint's sole and absolute discretion, result in one or more of the following actions: (i) suspension of Member's application and Member's approval letter, with re-approval by Sprint and the Sprint Foundation of Member's application as a pre-condition for continued participation in the Project (ii) revocation of Member's Approval Letter, in whole or in part; or (iii) termination of the Agreement in whole or in part.

- 4. **SERVICE; RESTRICTIONS.** During the Term, Member will receive free wireless service on all Active Lines as set forth in Section 16 of these 1Million Project Terms and Conditions, subject to all the terms and conditions of the Order and the Agreement, including, but not limited to, Device costs, any add-on services (e.g., additional high speed data), Device-related fees, Device-related surcharges, Device-related taxes, and any shipping fees for which Member does not hold a valid exemption. Such Device-related charges only apply when Member or Student elects to purchase a Device.
- 5. **INDEMNITY.** A Member which is a government entity will honor any indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of government entity Member's rights or privileges as a sovereign entity.
- 6. **NON-APPROPRIATION**

6.1 Definition and Effect. A "non-appropriation" occurs when a government entity Member is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement. If a non-appropriation occurs during the Term, a government entity Member may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any form of payment liability in excess of previously appropriated amounts, only when government entity Member 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, government entity Member will not be obligated for payments for any fiscal period after the effective date of termination. Government entity Member will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of termination. At Sprint's request, government entity Member will provide supplemental documentation regarding the non-appropriation of funds.

6.2 Limitations.

- A. Government entity Member 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.
- B. If government entity Member terminates the Agreement in part or in whole under this provision, government entity Member will not obtain the Services described in the Agreement or functional equivalents from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for non-appropriation.
- 7. **DAMAGES.** The Agreement does not create any obligation by a government entity Member to pay any damages in excess of those amounts legally available to satisfy government entity Member's obligations under the Agreement.
- 8. **OWNERSHIP AND CONFIDENTIALITY.** The Agreement is a copyrighted work authored by Sprint and Sprint Foundation and may contain Sprint trademarks, trade secrets, and other proprietary information. For Members who are government entities, Sprint and the Sprint Foundation acknowledge that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOIA"). Government entity Member will provide Sprint with prompt notice of any intended FOIA disclosures or third party FOIA requests, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of its confidential and proprietary information consistent with all applicable laws and regulations.
- 9. **GOVERNING LAW.** The Agreement will be governed by the laws of the State in which Member is located, without regard to its choice of law principles.
- 10. **THIRD PARTY AGENTS.** Unless expressly stated otherwise, the 1Million Project Devices, Service and/or Pricing as set forth in the Agreement may not be available if an indirect sales agent is involved in the transaction.
- 11. **THIRD-PARTY CONTENT.** Neither Sprint nor the Sprint Foundation is responsible for any third-party content.
- 12. **SPRINT SERVICE PROVIDER AFFILIATE MARKET LIMITATIONS.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Plans, add-ons and Devices are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in the Agreement, Sprint reserves the right, with 30 days prior written notice, to: (i) port any Active Unit(s) activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or (ii) if porting is not possible, terminate Services to such Active Units.
- 13. **PROJECT MODIFICATIONS OR TERMINATION.** Sprint and the Sprint Foundation may terminate the 1Million Project or its benefits at any time effective immediately upon Sprint and the Sprint Foundation providing written notice to Member.

Sprint and the Sprint Foundation may modify or amend the Project or its benefits from times to time in its sole discretion, including these 1Million Project terms and conditions, and such modifications or amendments shall be effective as of the date posted at http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2544. Sprint and the Sprint Foundation reserve the right to approve less than number of lines requested by Member.

14. MEMBER RESPONSIBILITIES

14.1 General

- A. Member will provide appropriate notice to Students about any data collection and/or monitoring of the Student's use of the Devices and Services. Member, and not Sprint or the Sprint Foundation, will be fully responsible for any claims relating to Member's failure to: (i) properly notify Students about any data collection and/or monitoring of a Student's use of the Devices and Services; or (ii) collect any necessary consent relating to a Student's use of the Devices or Services.
- B. Members will ensure that the 1Million Project Parent/Guardian Consent form Member receives when its application is approved is acknowledged by a parent or guardian of student end users. Member will ensure that the signed form is archived and stored in compliance with Member's document retention policy. Information contained in the parent/guardian consent form is only used to validate eligibility.
- C. Member must agree to be enrolled in the 1Million Project throughout the 1Million Project's duration. On an annual basis, Member must have the ability to identify and support the minimum required Students each year over the Project's duration who are eligible for the 1Million Project.
- D. On an annual basis, Member must place Device orders in a proportional manner drawing against Member's approved device total until the 1Million Project limit has been reached.
- E. Member must be able to assign a dedicated 1Million Project manager ("Program Owner") who is able to spend a minimum of 10 hours per week supporting the Project, including holidays and break periods. The Program Owner will act as the primary point of contact to Sprint. A complete list of the Program Owner's responsibilities can be found at http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2595.
- F. Member must be able to manage device inventory and have a secure location in which to store devices. Member is solely responsible for any lost or stolen Devices and replacement costs as needed. For example, if Devices are stolen from the school or if a student loses a Device, it will be Member's responsibility to determine how to replace Devices as needed. Member must develop a plan for addressing payment of replacement Devices as needed. Member becomes responsible for the devices once they are shipped to the school, they become Member's property.
- G. Member will provide surveys to students upon request from Sprint and the Sprint Foundation, and will share the survey results with Sprint and the Sprint Foundation.
- H. Member agrees to distribute offers for wireless service to seniors that have completed the Project.
- I. Member agrees to provide Project feedback to Sprint and the Sprint Foundation.
- J. Member agrees to engage locally and nationally as a Project champion, communicating Project details and materials, collecting and sharing student impacts, etc.
- K. Member agrees that the 1Million Project may use students' photographs publically to promote the Project. The images may be used in print publications, online publications, presentations, websites, and social media. Member understands and agrees that no royalty, fee or other compensation will become payable by reason of such use.
- L. To maintain annual eligibility in the 1Million Project, Members must:
 - (1) Attend pre-activation webinar which prepares schools for activating and distributing devices to eligible students.
 - (2) Attend webinar trainings as offered on topics such as acceptable use policy, digital learning and Project resources.
 - (3) Host and manage an Activation Day where schools activate and distribute devices to eligible students.
 - (4) Meet minimum device activation and usage criteria as follows: (a) activate 90% of annually provided devices within 60 days of receipt, and (b) activate 95% of annually provided devices within 90 days of receipt; (c) ensure a minimum of 60 - 65% of devices are in use per month
 - (5) Provide information on continued student eligibility (e.g., is student still at school, have they graduated, moved, etc.) to Sprint and the Sprint Foundation on a quarterly basis.
 - (6) Complete surveys from Sprint and the Sprint Foundation, and share the results with Sprint and the Sprint Foundation.

(7) Administer surveys from Sprint and the Sprint Foundation to the 1Million Project students and families.

14.2 Device Management Policy. Member agrees to adopt a Device Management Policy that requires the Students to abide by the following terms.

- A.** Your device and Wireless Services are provided by Sprint Forward. The rules below govern your use of the Sprint Forward device and service. You can buy a Refill for your account by purchasing a Sprint Forward Refill card, using a credit or debit card online, or by visiting a Sprint store. Once you apply funds to your account, you can buy a data pack online at sprint.com/prepaid by clicking on Plans and then Additional Services. Please note that not all plans/offers are available for Students in the 1Million Project. Neither service charges nor account balances are refunded or prorated if service is terminated or modified. State, local sales taxes and fees may apply when adding funds to accounts. We will not credit or refund your account based on any changes you make in your Services.
- B.** Service can be suspended or terminated at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) failure to have or maintain an appropriate account balance for applicable charges; (b) harassing/threatening/abusing/offending our employees or agents; (c) providing false or inaccurate information; (d) interfering with our operations; (e) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement and Policies; (f) breaching, failing to follow, or abusing the Agreement or Policies; (g) modifying a Device from its manufacturer specifications (for example, rooting the device); or (h) if we believe the action protects our interests, any customer's interests, or our networks.
- C.** Don't use our Services to damage or adversely affect any of our other customers or our reputation, networks, property, or Services. You cannot in any manner resell the Services to another party. We can take any action to: (1) protect our networks, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our networks and Services.
- D.** Our Privacy Policy is available at sprint.com/privacy. Our Privacy Policy governs our use and disclosure of your personal information, and explains your information choices. We may update our Privacy Policy from time to time and encourage you to review it frequently. When you use third party applications, your use is subject to the third party's terms and conditions and policies, including its privacy policy. Your third-party applications may access, collect, use, or disclose your personal information or require us to disclose your information—including location information (when applicable)—to the application provider or some other third party. If you use third-party applications, you agree and authorize us to provide information related to your use of the Services or the application(s).
- E.** Our networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services and optional location-enabled services provided by us or a third party. Network coverage or environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-enabled services.
- F.** You will be able to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound, and other materials ("Data Content") or send Data Content elsewhere using our Services and your Device. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (for example, third party websites, games, ringers, applications, etc.). We make absolutely no guarantees about the Data Content that you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone through your Services. Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives access or load on your Device. We may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by Sprint Forward may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you, and you may not receive a refund for any unused portion of the Data Content. You acknowledge that Sprint may employ methods, technologies, or procedures to filter or block messages, filter "spam", or prevent "hacking," "viruses," or other potential harms without regard to any preference you may have communicated to us.
- G.** You can't use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks.

- H.** When making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (for example, whether your Device is GPS-enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location, or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911—you should follow voice prompts when interacting with emergency service providers employing interactive voice response systems to screen calls.
- I.** UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. SPRINT FORWARD PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.
- J.** You agree that neither we nor our parent, subsidiary, or affiliate companies, nor our vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to your Device or any computer or equipment connected to your Device, or damage to or loss of any information stored on your Device, computer, equipment, or Sprint Forward storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure your Device, computer, or equipment and to backup your information stored on each
- K.** TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT DEVICES AND SERVICES.
- L.** **If you choose to add Services with a Sprint Forward Refill card:** Refilling your account is covered in detail at sprint.com/prepaid.
- (1) How We Charge Data Usage:** Depending on your Service, you may be charged for data usage. Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes, megabytes, and gigabytes—not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), 1024 KB equals 1 megabyte, and 1024 megabytes equals 1 gigabyte. Bytes are rounded up to KB, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB, and you may be subject to limitations on the amount of data usage. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's Internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data networks, you may incur data charges. Examples of data for which you will be charged includes the size of a requested file or Data Content (game, ringer, etc.); Web page graphics (logos, pictures, banners, advertisement, etc.); additional data used in accessing, transporting, and routing the file on our network; data from partial or interrupted downloads; re-sent data; and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage—for example, the size of downloadable files—are not reliable predictors of actual usage.
- (2) Establishing an Account Balance.** Information on how you can establish and maintain an account balance is available at sprint.com/prepaid or through Sprint Forward Customer Care. The replenishment methods available to you will depend on the terms of your Services. A fee may apply to certain replenishment methods.

Some service plans may provide for automatic account balance replenishment through, for example, automatic billing to a credit card or debit card or automatic debit from an eligible account with a financial institution. Payment through these methods may be subject to limitations, including, but not limited to, the number of times an account may be debited or charged in a particular time period; the amount that may be debited or charged from an account; or other limitations imposed by us or the financial institution that holds the account.

14.3 Member agrees to enforce its Device Management Policy by any means necessary, up to and including notifying Sprint and the Sprint Foundation that service should be terminated on the offending student's device.

15. E-RATE COMPLIANCE. The Services and Devices under the Project are intended for off-premise/off-campus use, and are not part of the Universal Service Fund Schools and Libraries ("E-rate") Program. If Member elects to participate in the E-rate program, compliance with all E-rate rules and regulations is the sole responsibility of the Member.

16. FREE 1MILLION WIRELESS PLAN

MRC	\$0
Plan includes 3GB ¹ of data per line per month. Plan is for educational use only	Additional data access may be provided at lowered data speeds once Member has reached 3GB data allotment at Sprint's discretion ^{2,3}
Voice and Text	Unlimited (Smartphone only)
Data Roaming	Not available
Device Price	1Million Equipment Pricing
Sprint LTE Network capable device	Required
Eligible Devices (subject to Sprint LTE Network capability)	Smartphone, Tablet, Hotspot (additional Sprint LTE Network-capable like-Devices may be added by Sprint as they become available)
Credits	No credits of any sort are permitted for users of this Plan (including port-in credit, or any other contractual or sales credits)

¹ Students that meet Sprint's accessibility requirements, for example, students who are blind or deaf, will receive 6GB of data, but all other terms and conditions in this Agreement apply.

²Member's use of Sprint Devices or Services is governed by the 1Million Project Terms and Conditions, which incorporate by reference Sprint's Standard Terms and Conditions for Communications Services as posted at Sprint's Rates and Conditions Website at http://www.sprint.com/business/resources/ratesandterms/Standard_Terms_and_Conditions_for_Communications_Services.pdf Wireless Services Product Annex as posted at the Rates and Conditions Website at http://www.sprint.com/business/resources/ratesandterms/wireless_services_product_annex.pdf. Sprint reserves the right to block network access after the monthly 3GB allotment is reached until the start of the next monthly service period.

³ Network Management and Performance: For important information on Sprint's network management tools, policies and other related information, including but not limited to prioritization of access to network resources in congested areas, please visit www.sprint.com/networkmanagement.

- A.** All pricing and available MBs and GBs are the same whether Member Lines use the Sprint 4G LTE Network, the Sprint 3G Network or the Nationwide Sprint Network. When the Sprint 4G LTE Network is available and Member uses a Sprint 4G LTE compatible device with a Plan for Sprint 4G LTE Services, Active Units will first attempt to connect to the Sprint 4G LTE Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G Network is available and Member uses a Sprint EVDO-compatible device with a wireless high-speed data Plan, Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
- B.** Member may not migrate any existing service plans or devices previously obtained from Sprint at a price lower than the 1Million Equipment Price to this 1Million Wireless Plan. Furthermore, Member is prohibited from deactivating any existing lines of service for the purpose of re-activating said lines on the above Plan.
- C.** Member may request types of Devices, but order is subject to Sprint's and the Sprint Foundation's discretion.

- D.** In addition to the free devices that Sprint and the Sprint Foundation will provide for the 1Million Project participants, Sprint and the Sprint Foundation may also provide (a) an incremental 10% of free devices proportionate to the annual approved amount to help offset any devices that are lost or stolen; and (b) a limited number of devices replaced subject to any applicable warranty period. Devices obtained through this Section D may be new, refurbished, in unsealed packaging, or in any other packaging Sprint or the Sprint Foundation chooses.
- E.** The Services and Devices under the 1Million Project are intended for “off-premise”/“off campus” use. If used while on school premises, device connectivity must occur solely through Member-provided Wi-Fi. Should usage occur on a Sprint network, service quality may be negatively impacted due to the potential for multiple simultaneous connections and/or in-building wireless signal penetration limitations. Sprint accepts no responsibility for any such service quality issues, and reserves the right to take action if, at its sole determination, simultaneous users on the school facility(ies) are disrupting or degrading a Sprint network or network usage by others.
- F.** Voice and Text. For smartphones, the plan includes unlimited Domestic voice minutes and SMS text messaging. Wireless voice services are provided on the Sprint networks. Wireless voice service areas may change and are accessible through www.sprint.com or by contacting Sprint Forward Customer Care. Wireless voice services are not available on the Sprint 4G Network. SMS text messaging is not available on the Sprint 4G Network.
- G.** Data: the plan includes 3GB of Sprint high speed wireless data. Once the 3GB data allotment is reached data speeds may be slowed. Member may purchase additional high speed data at Member’s own cost. See sprint.com/prepaid for details. High speed wireless means 3G/4G download speeds. Students that meet Sprint’s accessibility requirements, for example, students who are blind or deaf, will receive 6GB of data, but all other terms and conditions in this Agreement apply.
- H.** Roaming: the plan does not allow data roaming.
- I.** For Members using devices with hotspot capability, Member may not utilize device for service other than on the primary device to be utilized for educational purposes.
- J.** Sprint and the Sprint Foundation reserve the right to limit the number of users in Member’s school or school district, at its sole discretion and based on Member-specific communications.
- K.** Sprint will provide a Children’s Internet Protection Act compliant Internet filtering solution, which will be the default status for all Devices, for data used on the Sprint Networks; provided, however that Member maintains all responsibility for CIPA compliance. Neither Sprint nor the Sprint Foundation will be liable for any content accessed from a Device that a Member or parent deems inappropriate. Member acknowledges that Sprint may employ methods, technologies, or procedures to filter or block messages, filter “spam”, or prevent “hacking,” “viruses,” or other potential harms without regard to any preference Member may have communicated to us.
- L.** The 1Million Wireless Plan above is only available on devices either: (i) provided by Member and approved in writing by Sprint, or (ii) purchased from Sprint at full 1Million Equipment Pricing.
- M.** Should Member employ these plans on a device acquired through Sprint at any time at a discounted device price (i.e. less than 1Million Equipment Pricing), Sprint may retroactively charge Member the difference between the discounted device price and the 1Million Equipment Price for the device.
- N.** Usage for non-educational purposes is prohibited.
- O.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Device engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G LTE Network from harm or degradation. Sprint wireless data Services are provided solely for Education-related purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, “auto-responders” or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint’s Wireless Services or other parties’ Internet-based resources, including, but not limited to, “denial of service” (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G LTE Network (unless Member is using a plan designated for such usage); (g) for any other reason that, in Sprint’s sole discretion, violates Sprint’s policy of providing Service for individual use.

- P. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
- Q. **Usage Limitations.** Other plans may receive prioritized bandwidth availability.

Sprint and the Sprint Foundation 1Million Project School Certification of Compliance

I hereby certify that to the best of my knowledge **all students selected to participate in the 1Million Project do not have internet access in the home**, and that the 1Million Project will be the students' sole source of internet connectivity. I acknowledge that the participating students will receive devices along with access to the internet for academic purposes to be used at home.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Abby M. Freedman, Chair

Date

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel