

## 1MILLION PROJECT TERMS AND CONDITIONS

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the 1Million Project Foundation, Inc. ("1Million Project Foundation") whose principal place of business is 6550 Sprint Pkwy, Overland Park, KS 66251, and Sprint Corporation ("Sprint") whose principal place of business is 6550 Sprint Pkwy, Overland Park, KS 66251, and The School Board of Broward County, Florida ("Customer" or "Member") a body corporate and political subdivision of the State of Florida whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

**WHEREAS**, the purpose of the 1Million Project is to connect one million high school students who do not have reliable internet access at home today. The 1Million Project Foundation, together with Sprint plans to help bridge the homework gap for one million high school students who do not have reliable 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**, the 1Million Project Foundation and Sprint 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 Eligible Students to purchase replacement devices if they so choose; and

**WHEREAS**, the 1Million Project Foundation and Sprint have committed to providing devices and wireless service to one million underserved high school students.

**THEREFORE**, the 1Million Project Foundation and Sprint 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 1Million Project Foundation provides to Member under the 1Million Project (the "Project") and/or that Member receives from Sprint or the 1Million Project Foundation under the Project.

**1.2 Devices.** The 1Million Project Foundation will provide one activated wireless device for each Eligible 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, Eligible Students may purchase replacement devices. Replacement 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 the Free 1Million Wireless Plan.
- G. "**Device(s)**" means a piece of wireless-capable equipment and/or accessories that Member obtain from the 1Million Project Foundation for eligible Students.
- H. "**Eligible Student**" means the individuals who do not have reliable internet access at home as determined by Customer, who are in grades 9-12, who are 13 years of age or older to whom the Member provides an Active Unit. Customer will utilize its best efforts to select Eligible Students.
- I. "**Eligible School**" or "**Eligible School District**" means a school or school district that meets the requirements to participate in the Project as outlined in Section 2.2 and Section 21 of these 1Million Project Terms and Conditions
- J. "**1Million Replacement Equipment Pricing**" or "**1Million Equipment Price**" means the pricing or price for the Devices that an Eligible 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.
- K. "**Plan**" means the Sprint wireless service plan available under the Project and specified in Section 24 of these 1Million Project Terms and Conditions.
- L. "**Service(s)**" means any service the 1Million Project Foundation or Sprint provides under this Agreement, including wireless services.
- M. "**Student(s)**" means the individuals who do not have reliable internet access at home as determined by Customer, who are in grades 9-12, who are 13 years of age or older to whom the Member provides an Active Unit.

- N. **“Ours”, “us”, “Sprint”, and “we”** means the 1Million Project Foundation and includes the Sprint contracting entity for this Agreement.
- O. **“You(rs)”** means a Student participating in the 1Million Project.

## 2. PROJECT TERMS AND CONDITIONS

- 2.1 **Order Terms and Conditions.** Pricing and usage requirements and restrictions are set forth in Section 24 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 the 1Million Project Foundation or Sprint under the Project shall be deemed to be “purchased” by Member for the purposes of interpretation of the Agreement.
- 2.2 **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 21 and as posted at [http://ecenter.custhelp.com/app/answers/detail-fullpage/a\\_id/2556](http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2556), and attached as **Attachment A**, which is incorporated herein along with Member’s completed 1Million Project Application; and (ii) is approved by the 1Million Project 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.
- 2.3 **Resale Prohibition.** 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.
- 2.4 **Privacy Policy.**
  - 2.4.1 Sprint’s Privacy Policy is attached and incorporated as **Attachment B**. The Privacy Policy and this Agreement governs Sprint’s use and disclosure of your personal information, and explains your information choices. Sprint may update the Privacy Policy from time to time and encourage you to review it frequently. Sprint will not materially reduce the protections in the Privacy Policy as outlined in **Attachment B**. 1 Million Project Foundation and Sprint shall hold any education record Member provides it in strict confidence and shall not use or redisclose same except as required or allowed under the purposes outlined in this Agreement unless the parent of each Eligible Student or an Eligible Student age 18 or older whose education records are to be shared provides prior written consent for their release.
  - 2.4.2 **SBBC Disclosure of Education Records.** Member will disclose to Sprint the following: Student name, student grade, and school name, which information is contingent upon Member obtaining any appropriate consent. Member’s purpose of providing the above listed education records is solely for the Eligible Students participation in the Project. Member will not provide any other student information or educational records without first obtaining any appropriate consent.
- 2.5 **Sprint Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes (to the extent applicable), the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99) (to the extent applicable), and any other applicable state or federal law or regulation regarding the confidentiality of student information and records. This section shall survive the termination of all performance or obligations under this Agreement.
- 2.6 **Acceptable Use Policy.** If Customer uses Devices or Services, Customer must conform to the acceptable use policy posted at <https://www.sprint.com/en/legal/acceptable-use-policy>, as attached and incorporated as **Attachment C**, which may be reasonably amended from time to time by Sprint, but will not materially change Member’s obligations. Customer will prevent third parties from gaining unauthorized access to the Devices and Services via Customer’s facilities.
- 2.7 **Fraud Policy.** Sprint will notify Customer, and Customer will notify Sprint’s Customer Care department promptly, of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- 2.8 **Location Based Services.** If Customer downloads or accesses Location Based Services through wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer’s Product(s) pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider’s privacy policy. Customer must clearly, conspicuously and regularly notify all of its Students using Customer Lines upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children’s Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and any other applicable laws. Subject to Florida State law, including but not limited to the limitations, including the monetary limitations, within Section 768.28, Florida Statutes, **CUSTOMER WILL INDEMNIFY AND DEFEND SPRINT AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION (EXCLUDING CLAIMS FOR ATTORNEY’S FEES) ARISING OUT OF CUSTOMER’S USE OF**

LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY END USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES. Location Based Services are not available on the Sprint 4G Network.

**2.9 Device Management Portal.** Member may create online user accounts ("Delegate Accounts") that allow users to access, make changes, and manage Member's Eligible Student'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. The 1Million Project 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 1Million Project account. Member agrees that it will monitor its 1Million Project account and that Member is fully responsible for its account, including any changes made by Delegate Account users. Member agrees that, subject to Florida State law, including but not limited to the limitations, including the monetary limitations, within Section 768.28, Florida Statutes, it will hold the 1Million Project harmless from any claim or harm that may arise from a Delegate Account user's handling of Member's 1Million Project account and/or account information.

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

- A. Orders (which are oral) that Member places for the type of devices that they are requesting.
- B. 1Million Project Terms and Conditions
- C. Member's completed 1Million Project Application

Furthermore, specific terms will control over general provisions.

**3. TERM.** The Agreement is effective as of the date the Member accepts the Agreement ("Effective Date") through August 31, 2023, and may be renewed for two additional 1-year terms by written consent of both parties. These 1Million Project Terms and Conditions will apply as of the Effective Date of the Agreement and continue to apply for as long as the 1Million Project Foundation and Sprint 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

**4. SERVICE; RESTRICTIONS.** During the Term, Member will receive free wireless service on all Active Lines as set forth in Section 24 of these 1Million Project Terms and Conditions, subject to all the terms and conditions of this Agreement.

**5. WIRELESS SERVICE LIMITATIONS.**

**5.1 Telephone Numbers and Portability.** Sprint may, with reasonable prior notice and for commercial reasons such as fraud prevention, regulatory requirements and area code changes, change the telephone number assigned to wireless devices. Customer does not have any right of possession or title to any telephone number, identification number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide certain information about Customer's account with the other carrier, and purchase or lease wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 9-1-1 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful. If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period and receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled wireless Service. If Customer transfers a number to another carrier before the end of an applicable Minimum Service Term, Customer may be subject to early termination fees.

**5.2 Call Limitations.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services. Sprint will block international calling capability unless Customer expressly requests such capability for a Customer Line. Caller identification information may not be available for all incoming calls.

**5.3 9-1-1 or Other Emergency Calls.**

- A. **General.** For 9-1-1 calls, an emergency responder's ability to locate a caller using a wireless Product may be affected by various factors, including the type of wireless Product used, the Product's GPS capabilities, geography, or other factors such as the porting process. In some areas, and depending on the equipment

deployed by the local public safety answering point ("PSAP"), 9-1-1 calls may be routed to a state patrol dispatcher instead of the local PSAP. Enhanced 9-1-1 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. A caller using a wireless Product should always be prepared to report precise location information to emergency responders. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include Customer's name, address, number, and the location of the user of the Service at the time of the call.

- B. Wi-Fi Calling.** 9-1-1 service through Wi-Fi calling may not be available or may be limited compared to traditional 9-1-1 service due to a number of circumstances, including relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information, or other technical problems.
- C. Text-to-9-1-1.** Text-to-9-1-1 service may allow standard SMS text message communication with a 9-1-1 operator, however text-to-9-1-1 is only available in certain limited areas where it has been requested and implemented by local public safety officials and is not available when Roaming. A text-to-9-1-1 message does not automatically provide precise location information to the 9-1-1 operator. Delivery or receipt of text to-9-1-1 messages is not guaranteed and messages may fail, be delayed or be out of sequence. A person using a wireless Product should always attempt to call 9-1-1 when possible in an emergency situation.
- D. Inbound Call Blocking.** If Customer chooses inbound call blocking, inbound call blocking may be removed for 24 hours following a 9-1-1 call so that public safety can attempt to call-back the Customer Line, if necessary. All other inbound calls may also be allowed during this time period. Removing inbound call blocking by request normally requires processing time. Sprint will make a good faith effort to complete the removal of inbound call blocking and may also cooperate with public safety to remove inbound call blocking, upon lawful request. Inbound call blocking may be restored after the 24-hour period. Customer will not be notified if inbound call blocking is removed or reinstated following a 9-1-1 call.
- E. TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 9-1-1 calls due to the limitations of the answering agency. A TTY-capable wireless Product should not be relied on for 9-1-1 calls.

**5.4 Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Customer may not be able to make or receive voice calls while using data Services. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings and other messages, including broadcast messages. Certain third party applications may access, collect, use, or disclose Customer's personal information or require Sprint to disclose Customer's personal information to the Application provider or a designated third party. If Customer accesses, uses, or authorizes third party Applications through data Services, Customer authorizes Sprint to provide to the third party information related to Customer's use of the Services or the Application(s). Customer acknowledges that use of third party Applications is subject to the third party's terms, conditions and policies, including its privacy policy.

**5.5 Prohibited Network Uses.** 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 Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the Prohibited Network Uses in this section.

- A. Examples of Prohibited Voice Uses.** Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.
- B. Examples of Prohibited Data Uses.** Sprint wireless data Services are intended to be used for 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 to disrupt email use by others using automated or manual routines, including "auto-responders" or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; or 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 "denial of service" (DoS) attacks against another network host or individual user.

**5.6 Compatibility of Wireless Products and Services.** Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. Information on obtaining a software program lock code is

available at [www.sprint.com](http://www.sprint.com) or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products, features or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product, feature or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or Application with the wireless Products or Services, and Customer may not receive a refund for any unused portion of the data content.

## 6. NETWORK COVERAGE; LIMITATION OF LIABILITY FOR WIRELESS SERVICE PROBLEMS AND PRODUCT FAILURES.

**6.1 Network Coverage; Service Speeds.** Wireless voice Services and wireless data Services are provided on the Sprint networks. When the Sprint 4G network is available and Customer uses a Sprint 4G-compatible device with a wireless high speed data Business Plan, Customer Lines will first attempt to connect to the Sprint 4G network, and then default to the Sprint 3G network or other Sprint network depending on coverage and network availability. When the Sprint 3G network is available and Customer uses a Sprint 3G-compatible device with a wireless high-speed data Business Plan, Customer Lines will first attempt to connect to the Sprint 3G network, and then default to another Sprint network depending on coverage and network availability. Coverage is not available everywhere. Coverage areas, including Roaming areas, may change and are accessible through [www.sprint.com/coverage](http://www.sprint.com/coverage). Sprint coverage maps reflect coverage areas when using Services outdoors under optimal conditions. There are gaps in coverage within Sprint estimated coverage areas that may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. In addition to network coverage, Services that rely on location information (e.g., E9-1-1 and Location Based Services) depend on a Product's ability to acquire satellite signals (typically not available indoors). Wireless high-speed data throughput rates may vary depending on Customer's location at the time of use and the Service purchased. Service speeds are not guaranteed. While a Product is receiving a software update, Customer may be unable to use the Product in any manner until the software update is complete.

**7. Limitation of Liability for Wireless Service Problems and Product Failures.** Sprint is not liable for wireless Service problems caused by conditions beyond Sprint's control, including atmospheric or geographic conditions, the failure of other service providers or a wireless Product, a public safety emergency, or coverage or capacity limitations. Sprint's maximum liability for any loss or damage arising out of a (A) wireless Service problem caused by a condition other than those described in this Section 7, or (B) Sprint-provided wireless Product failure, is limited to: (i) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (ii) a refund of (x) the net purchase price of, or (y) the sum of all payments made by Customer under a lease agreement for, the affected Sprint-provided wireless Products. Sprint is not liable for the failure of any wireless Products that were not provided by or through Sprint.

**8. 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.

**9. 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.

**10. OWNERSHIP AND CONFIDENTIALITY.** The Agreement is a copyrighted work authored by the 1Million Project Foundation and may contain 1Million Project Foundation trademarks, trade secrets, and other proprietary information. For Members who are government entities, the 1Million Project Foundation acknowledges 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 the 1Million Project Foundation 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.

## 11. CONFIDENTIAL INFORMATION

**11.1 Definitions.** "Confidential Information" means nonpublic information (A) about the Discloser or the Discloser's business and operations, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with the Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (C) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes the pricing and terms of the Agreement. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

**11.2 Nondisclosure.** Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the 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 the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the 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 the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed

independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

**11.3 Customer Proprietary Network Information; Privacy.** As Sprint provides wireless services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of those services Customer uses, and other information that would typically be 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. Sprint's privacy policy, as amended from time to time, includes information about Sprint's CPNI and other data practices and can be found at [www.sprint.com/legal/privacy.html](http://www.sprint.com/legal/privacy.html).

**11.4 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.

- 12. 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.
- 13. 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.
- 14. THIRD-PARTY CONTENT.** Neither the 1Million Project Foundation nor Sprint is responsible for any third-party content.
- 15. WARRANTIES. PRODUCTS AND SERVICES ARE PROVIDED "AS IS." THE 1MILLION PROJECT AND SPRINT DISCLAIM 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.**
- 16. DAMAGE WAIVERS.**
- 16.1** NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS (INCLUDING LOST REVENUE AND LOSS OF BUSINESS OPPORTUNITY, AND REGARDLESS OF THE THEORY FOR RECOVERY), OR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT.
- 16.2** Sprint is not liable (i) 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; (ii) for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the wireless services, excluding content originating from Sprint; or (iii) if a commercially reasonable change in wireless services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.
- 17. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event") Force Majeure Events include: natural disasters; wars, riots, terrorist activities; cable cuts by third parties, a LEC's activities, and other acts or inactions of third parties; fires; embargoes and labor disputes; and court orders and governmental decrees
- 18. 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.
- 19. PROJECT MODIFICATIONS OR TERMINATION.** The 1Million Project Foundation and Sprint may terminate the 1Million Project or its benefits at any time effective immediately upon the 1Million Project and Sprint providing written notice to Member. The 1Million Project Foundation and Sprint 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](http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2544). The 1Million Project Foundation and Sprint reserve the right to approve less than number of lines requested by Member.
- 20. MISCELLANEOUS.** The Agreement 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. The Agreement may only be amended or altered by a writing signed by both parties' authorized representatives. If a conflict exists among provisions within the Agreement, 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. References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by the 1Million Project Foundation or Sprint. The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future. The Agreement's benefits do not extend to any third party. The 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.

**21. MEMBER RESPONSIBILITIES**

**21.1 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 the 1Million Project Foundation or Sprint, 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 Student Information form Member receives when its application is approved is completed by student end users prior to receiving a Device. Information contained in the student information 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. 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 the 1Million Project. A complete list of the Program Owner's responsibilities can be found at [http://ecenter.custhelp.com/app/answers/detail-fullpage/a\\_id/2595](http://ecenter.custhelp.com/app/answers/detail-fullpage/a_id/2595).
- E. 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.
- F. Member agrees to use its best efforts to activate the Devices within the timeframe below. In the event Member fails to do so, Sprint reserves the right to require Member to return the Devices with Sprint absorbing the costs of the shipment.
  - (1) 30% of your Devices activated within 30 days of your initial activation day
  - (2) 60% of your Devices activated within 60 days of your initial activation day
  - (3) 100% of your Devices activated within 90 days of your initial activation day
- G. Member must use reasonable efforts to ensure that returned Devices are un-activated and in original, unopened packaging.
- H. Member will provide surveys to students upon request from the 1Million Project, and will share the survey results with the 1Million Project.
- I. Member agrees to distribute offers for wireless service to seniors that have completed the Project.
- J. Member agrees to provide Project feedback to the 1Million Project Foundation through annual surveys or other vehicles.
- K. Member agrees to engage locally and nationally as a Project champion, communicating Project details and materials, collecting and sharing student impacts, etc.
- L. 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.
- M. 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) Participate in trainings as offered on relevant topics.
  - (3) Host and manage an Activation Day where schools activate and distribute devices to eligible students.
  - (4) Ensure a minimum of 60 - 65% of devices are in use per month.
  - (5) Communicate changes in student status via the Sales Portal when individual students are no longer participating in the program due to school transfers.
  - (6) Administer surveys from the 1Million Project to the 1Million Project students and families.

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

- A.** Your Wireless Services is provided by Sprint Forward ([www.prepaid.sprint.com](http://www.prepaid.sprint.com)). The rules below govern your use of the Sprint Forward 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](http://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. Sprint 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, Sprint 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 Sprint's 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 Sprint believes the action protects our interests, any customer's interests, or Sprint's networks.
- C.** Don't use Sprint Services to damage or adversely affect any of Sprint's other customers or Sprint's reputation, networks, property, or Services. You cannot in any manner resell the Services to another party. Sprint 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.** Sprint's Privacy Policy is available at [sprint.com/privacy](http://sprint.com/privacy). The Privacy Policy governs Sprint's use and disclosure of your personal information, and explains your information choices. Sprint may update the 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 Sprint to provide information related to your use of the Services or the application(s).
- E.** Sprint's networks generally know the location of your Device when it is outdoors and/or turned on. By using various technologies to locate your Device, Sprint can provide enhanced emergency 9-1-1 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 Sprint's 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.). Sprint makes 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. Sprint is not responsible for any Data Content. Sprint is 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. Sprint 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 Sprint provides you storage for Data Content that you have purchased, then it 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 Sprint's 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 Sprint's 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 Sprint's 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 Sprint determines in its sole discretion. Sprint reserves 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 9-1-1 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.), 9-1-1 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 9-1-1 service ("E9-1-1")—where enabled by local emergency authorities—uses GPS technology to provide location information. Even when available, however, E9-1-1 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 9-1-1—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, SPRINT MAKES 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). SPRINT DOESN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON ITS BEHALF. SPRINT PROVIDES ALL SOFTWARE AND APPLICATIONS ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.
- J. You agree that neither the 1Million Project Foundation, nor Sprint nor any 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 Sprint Services; (d) Data Content or information accessed while using Sprint Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 9-1-1, Enhanced 9-1-1 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 Sprint's 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, THE 1MILLION PROJECT FOUNDATION AND SPRINT'S 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 SPRINT OR THE 1MILLION PROJECT FOUNDATION 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 the Eligible Student choose to add Services with a Sprint Forward Refill card:** Refilling your account is covered in detail at [sprint.com/prepaid](http://sprint.com/prepaid).
  - (1) **How Sprint Charges Data Usage:** Depending on your Service, you may be charged for data usage. Unless Sprint specifically tells 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 Sprint's 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](http://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.

**21.3** Member agrees to enforce its Device Management Policy by any means necessary, up to and including notifying the 1Million Project Foundation that service should be terminated on the offending student's device.

**22. EARLY TERMINATION.** If Participant terminates its participation in the 1Million Project, Participant must return to the 1Million Project Foundation all Devices provided by the 1Million Project Foundation, including paying the cost of returning all Devices, and must reimburse the 1Million Project Foundation for all costs to refurbish the returned Devices.

**23. 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.

**24. FREE 1MILLION WIRELESS PLAN**

MRC	\$0
Plan includes 3GB <sup>1</sup> 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 <sup>2,3</sup>
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)

<sup>1</sup> Students that meet the 1Million Project'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.

<sup>2</sup>Member's use of Sprint Devices or Services is governed by the 1Million Project Terms and Conditions. Sprint reserves the right to block network access after the monthly 3GB allotment is reached until the start of the next monthly service period.

<sup>3</sup> 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](http://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 the 1Million Project's discretion. Due to changing Device models, replacement devices may not be the same as the original Device (i.e., a hotspot may be out of stock and may be replaced with a tablet or smartphone).

- D.** In addition to the free devices that the 1Million Project Foundation will provide for the 1Million Project participants, the 1Million Project 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 the 1Million Project Foundation chooses. All devices are shipped together; to the extent that there are damaged or missing devices in a shipment, Member must use the remaining devices (including the incremental 10% of free devices outlined above) to replace the lost or damaged devices.
- 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](http://www.sprint.com) or by contacting Sprint Forward Customer Care. Wireless voice services are not available on Sprint's 4G network. SMS text messaging is not available on Sprint's 4G network. Voice and text (available only on smartphones) may be blocked at Participant's request before activation of Devices. In the event that Participant requests that voice and text be blocked, 9-1-1 service will remain available. Participant bears all responsibility for any and all events arising out of or related to voice and text being blocked on a given Device.
- 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](http://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.** The 1Million Project Foundation reserves 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.** 1Million Project Devices are set by default to utilize Sprint Guardian content filtering when accessing the Internet through Sprint's Network. Sprint Guardian is a technological solution on the Sprint Network designed to block access to content deemed harmful to minors as required by the Children's Internet Protection Act. Neither Sprint nor the 1Million Project 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 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 (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. Usage Limitations.** Other plans may receive prioritized bandwidth availability.

- 25. Public Records.** 1Million Project Foundation and Sprint shall (a) keep and maintain any records that pertain to services rendered under this Agreement; (b) provide the Customer with access to same records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with Section 119.07, Florida Statutes, to the extent that it applies, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.
- 26. Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.
- 27. No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- 28. Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK, SIGNATURE PAGES FOLLOW]**

**FOR CUSTOMER OR MEMBER:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: 1Million Project Foundation, Inc. and Sprint  
Corporation  
Date: 2018.06.27 16:46:08 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR 1MILLION PROJECT FOUNDATION:**

(Corporate Seal)

ATTEST:

1MILLION PROJECT FOUNDATION, INC.

By [Signature]  
John Branam, Executive Director, 1 Million Project Foundation

\_\_\_\_\_, Secretary

-or-

[Signature]  
Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Oregon

COUNTY OF Multnomah

The foregoing instrument was acknowledged before me this 6 day of July, 2018 by John Stewart Branam of 1 Million Project Foundation, on behalf of the corporation/agency.

He/She is personally known to me or produced OR DL as identification and did/did not first take an oath. Type of Identification

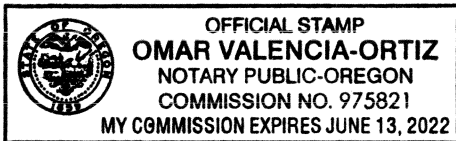
My Commission Expires: 06/13/2022

[Signature]  
Signature – Notary Public

(SEAL)

Omar Valencia Ortiz  
Printed Name of Notary

975821  
Notary's Commission No.





## **1Million Project Program Overview and Requirements**

### **Program overview:**

The 1Million Project will help close the homework gap by providing free devices and wireless service to schools to connect 1 million low-income high school students who do not have reliable home internet access.

The 1Million Project will help level the playing field so that disadvantaged high school students will have access to the technology they need to succeed in school, participate in the digital world and ultimately reach their full potential.

### **What eligible high school students will receive?**

- 3 GB per month of free high-speed LTE data while on the Sprint Network. Unlimited data is available at 2G speeds if usage exceeds 3 GB in a month.
- A free smartphone, tablet or hotspot device.
- Free hotspot capability and unlimited domestic calls/text while on the Sprint Network for students who receive a smartphone.
- Free Children's Internet Protection Act (CIPA) compliant content filter with every device. This filter blocks adult content and malware while on the Sprint Network. Specifically designed for the 1Million Project, this filter is always on and cannot be disabled.
- Eligible high school students will receive free Sprint wireless service for up to four years, depending on their grade level when they start the program.

### **Who can apply?**

Applications must be submitted by local high schools or school districts that meet the program requirements. Individual families, students and non-profits cannot apply. Schools are encouraged to apply online for acceptance into the 2018-2019 school year at [www.1millionproject.org](http://www.1millionproject.org).

While applications must be submitted by the high school or school district (as they will be the official account holder on record for their students), we recognize the value non-profits can bring in closing the homework gap and encourage them to partner with their local schools to support the 1Million Project.

We also encourage schools to bring together and dialogue with necessary committees and local non-profits that provide student support services, as well as gauge interest among parents. A robust community support system would be beneficial for schools in managing the 1Million Project and ensuring students maximize the value of this program.



### **Program requirements:**

High schools and school districts interested in applying for the 1Million Project must meet the following requirements.

- Commitment to be enrolled in the program throughout its duration.
- Ability to identify and support a minimum of 200 students each year who are eligible for the program (grades 9-12 who do not have reliable home internet access).
- Provide eligible students with a student information form that must be filled out before the device can be distributed to the student.
- Assign a dedicated district program manager who is able to spend a minimum of 10 hours per week supporting the program, including holidays and break periods. This program manager will act as the primary point of contact.
- Assign a local resource at each school location to facilitate program requirements at that location. The local resource will act as the primary point of contact for that school location and should be a teacher or guidance counselor.
- Manage device inventory which includes storing devices in a secure location.
- Provide program feedback to the 1Million Project.
- Engage locally and nationally as a program champion, communicating program details and materials, collecting and sharing student impacts, etc.

*\*Additional information can be found in the Project Terms and Conditions.*

### **Program milestones:**

In order to continue in the program from year-to-year, schools must meet all program requirements as well as the following annual milestones:

- Attend pre-activation webinar which prepares schools for activating and distributing devices to eligible students.
- Participate in trainings as offered on relevant topics.
- Host and manage an Activation Day each year where schools activate and distribute devices to eligible students.
- Agreement to apply best efforts to activate annual device allotments within a defined timeframe.
  - 30% of your devices activated within 30 days of your initial activation day
  - 60% of your devices activated within 60 days of your initial activation day
  - 100% of your devices activated within 90 days of your initial activation day
  - Ensure a minimum of 60 - 65% of devices are in use per month
- Communicate changes in student status when individual students are no longer participating in the program due to school transfers.
- Complete surveys from the 1Million Project (anticipate a minimum of 2 per year).
- Administer surveys to the 1Million Project students and families (anticipate a minimum of 2 per year).

*\*Additional information can be found in the Project Terms and Conditions.*





Potential is Everywhere. Opportunity is Not.™

**2018 – 2019 School Year Timeline:**

- May 1, 2017 – Early spring 2018 : Application process open
- Late spring 2018 – Schools notified if accepted into program
- Early summer 2018 – Welcome calls with schools begin; schools to review and sign program Terms and Conditions
- Late summer 2018 – Schools to order devices
- Aug./Sept. 2018 – Schools to activate and provide devices to students
- Repeat each year throughout program duration

**Learn more:**

Learn more at [www.1millionproject.org](http://www.1millionproject.org)

**Contact us:**

Have questions? Call us at (844) 573-5289 or email at [1million@sprint.com](mailto:1million@sprint.com).

Call to order 1-866-275-1411

**Attachment B**

Sign In ▾



Additional legal resources

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## Sprint Corporation Privacy Policy

*Last updated March 29, 2017*

This Privacy Policy ("Policy") describes how Sprint Corporation ("Sprint") will collect, access, use or disclose your personal information. It applies to all of our products, services, and web sites ("Services"). A few of our Services are covered by different privacy policies and, in the event of a conflict between the two, the product, brand or service-specific policy governs. (En Español)

Personal information does not include information that is not used to identify you, including aggregate or anonymous information. Our collection, access, use, disclosure and safeguarding of your personal information is subject to U.S. law.

- Information collected
- Use of personal information
- Information we share
- Network and information security
- Information choices and changes
- Children
- Contacting us
- Updating this policy
- Your California privacy rights
- International data privacy policy

### **INFORMATION COLLECTED**

We collect personal information about you in various ways. We may also get information from other sources, including from affiliates, and may combine it with information we collect about you.

**Information you give us.** The personal information we collect includes information you give us, such as name, postal address, telephone number, e-mail address, date of birth, social security number or other government identification number, demographics, activities, location information, and personal preferences. You may give us information in a variety of ways, including when you sign up for Services, communicate with customer care or register on [www.sprint.com](http://www.sprint.com).

**Information that we automatically collect.** We automatically receive certain types of information whenever you use our Services. We may collect information about your device such as the type, operating system details, signal strength, whether it is on and how it is functioning, as well as

information about how you use the device and services available through it, such as your call and data usage and history, your location, web sites you have visited, applications purchased, applications downloaded or used, and other similar information. In addition, when you visit our website, we may collect information contained in HTTP headers such as IP addresses, information about your web browser, the pages you viewed and your history of navigating to a page.

We may link information we automatically collect with personal information, such as information you give us at registration or check out. We may use systems or tools to follow your use of our Services and other applications, including using cookies, web beacons and other mechanisms, along with analysis of network and device information. For example, we allow collection by analytic service provider(s) of site click-stream and cookie data to help track aggregate and individual use of our Services. We sometimes use cookies to enable features on our sites, such as the ability to save your shopping cart or set preferences. Advertisers and advertising networks that serve ads on our sites may also use their own mechanisms, including cookies. These third party cookies or tools are governed by the privacy policies of the entities placing the ads and are not subject to this Policy.

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### **USE OF PERSONAL INFORMATION**

We use your personal information for a variety of purposes, including providing you with Services. We use your personal information to do things like:

- Process your orders.
- Protect our rights and property and those of our customers.
- Respond to legal process and emergencies.
- Develop or inform you of new products and services.
- Anonymize or aggregate personal information for various purposes like market analysis or traffic flow analysis and reporting.
- Monitor, evaluate or improve our products, Services, systems, or networks.
- Customize or personalize your experience with our Services.
- Customize or personalize online advertising that provides you information about products and services of Sprint or others that may interest you, including co-branded offers.

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### **INFORMATION WE SHARE**

#### **DE-IDENTIFIED DATA**

We may share information that is de-identified or in an aggregated form that does not directly identify you.

For example, we share de-identified information as part of our participation in programs such as the Adobe Marketing Cloud Device Co-op and LiveRamp's Connectivity Services to better understand how you use our websites and apps across the various devices you use. This enables us to deliver tailored promotions and customize your experience when you visit our sites.

- Visit <https://cross-device-privacy.adobe.com> to learn more about the Adobe Marketing Cloud Device Co-op, including how to manage your choices relating to this linking of devices.

- Visit <https://liveramp.com/privacy/> to learn more about LiveRamp's Connectivity Services. You can also opt out of having your information collected as part of this program by visiting <http://www.aboutads.info/choices/>.

We also share de-identified or aggregate information for purposes such as to:

- Conduct market or traffic flow analysis and reporting or produce or facilitate production by others of business and marketing reports to share with third parties. For example, we may aggregate customer information across a particular region and create a report showing that 10,000 subscribers from a given city visited a sports stadium. If you do not wish for us to use your information to produce de-identified and aggregated data sets in the reports we share with third parties, you may opt out at any time. [Click here for details.](#)
- With your opt-in consent only, customize or personalize advertising based on information we collect about your use of your wireless device in order to provide wireless service to you. For example, we may use information about your mobile web browsing or use of mobile applications to deliver advertisements tailored to your interests, and we may share de-identified information about your use of your device with third parties so that they can tailor advertising to your interests based on that information. To participate in this program, you must opt in. [Click here for details on how to do so.](#)

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### PERSONAL DATA

We do not share information that identifies you personally with third parties other than as follows:

**Affiliates.** We may share personal and non-personal information with affiliated entities for approved business purposes. The data may include credit-related, payment history and transactional information. View Sprint's Financial Privacy Notice on [sprint.com/privacy](http://sprint.com/privacy) or by [clicking here.](#)

**Service Providers.** We may share personal information with third parties who perform services on our behalf.

**Group Account Holders.** We offer group accounts to business and government customers, family customers and other group account holders ("Group Accounts"). The account holder for Group Accounts is the entity or person that buys the service or product for its employees, family members or other authorized users. You (as the user of a device) may receive service, certain pricing, terms or other benefits through a Group Account with us. If so, we may share with that Group Account holder customer registration and other information related to your use of our services.

**Relationship, Discount, and Reward Programs.** We may share limited personal information (e.g., name, address, telephone number, account status/active or inactive, membership number) with non-Sprint entities when you sign up for a discount or reward program, including when you sign up for a service discount through the Sprint Discount Program, for eligibility verification, fulfillment, and administrative purposes.

**Third Party Verification Services.** We may share limited personal information (e.g., address, phone number) with non-Sprint entities to assist with identity verification, and to prevent fraud and identity theft.

**Other Third Parties with Your Consent.** We may share information with other third parties with your consent. For example, you may agree to our sharing your information with other third parties to hear about their products and services. Use of the information you agree to share will be subject to those third parties' separate privacy policies. This may include sharing information collected in connection with financial products or services, such as installment billing. View Sprint's Financial Privacy Notice at [sprint.com/privacy](http://sprint.com/privacy).

**Disclosures to Third Party Application and Service Providers.** You may choose to use services and products offered by third parties through our Services or devices, such as third party applications. When you leave our network you may also use mobile roaming services provided by third parties. Your use of such services and applications may result in these third parties collecting your personal information and obtaining information from Sprint, including location information (when applicable). You may also choose to give personal information directly to third parties when using our Services. In each case, personal information you give a third party will be subject to its terms, conditions, and policies—not this policy. You should review a third party's privacy policy and terms of service before providing your information or using the service.

**Business Transfers.** Personal information about you may be disclosed as part of any merger, acquisition, sale of company assets or transition of service to another provider. In the unlikely event of an insolvency, bankruptcy or receivership, personal information may also be transferred as a business asset.

**Protection of Sprint and Others.** We may access, monitor, use or disclose your personal information or communications to do things such as:

- comply with the law or respond to lawful requests or legal process;
- protect the rights or property of us, our agents, members, our customers, and others including to enforce our agreements, policies and terms of use;
- respond to emergencies;

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## **NETWORK AND INFORMATION SECURITY**

We maintain a variety of physical, electronic, and procedural safeguards. These safeguards help protect your personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction. Be sure to use a strong password to access your information on Sprint.com and not one you use for other services. You can learn more about how you can protect your information by reviewing our privacy FAQs.

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## **INFORMATION CHOICES AND CHANGES**

In addition to the choices we offer you in the INFORMATION WE SHARE section above relating to de-identified data and your financial data, we offer you the following choices regarding your information:

**Marketing Contacts.** We offer you choices regarding how we contact you for marketing-related communications.

- You may register a do-not-contact request by calling Sprint customer care or sending an email to [officeofprivacy@sprint.com](mailto:officeofprivacy@sprint.com). View Sprint's Do Not Contact Practices [here](#).
- If you register a do-not-contact request, we still may contact you for non-promotional purposes, such as emails or wireless messages related to your accounts or our ongoing business relations.

**Advertising.** As described above, we work with advertisers and advertising networks that serve ads or collect information on our sites and that may use cookies, web beacons and other technologies to collect information about your use of our sites. This information may be used to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on other websites and better understand your online activity. To find out more about targeted advertising and/or to "opt out" of automatic collection of information for this purpose, visit <http://www.aboutads.info/choices/>.

**Cookies.** If you disable cookies on your Internet browser, you also may stop some collection and use of data when you visit our web sites.

**Account Information.** If you would like to change certain Sprint account information, you may create an online account and manage your account online. For more information, visit [www.sprint.com](http://www.sprint.com).

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## **CHILDREN**

You must be 18 or otherwise have legal capacity to subscribe to Sprint services. Nevertheless, as part of the Unlimited, My Way Student Promotion, a parent or legal guardian may provide a Sprint device to a child under the age of 13. In such cases, Sprint takes steps to minimize the data it collects from Sprint applications on the device and provides parents resources to control the information children can share with other parties. In some instances, a parent may be able to review or request deletion of the personal information collected from a child's device, or take steps to prevent further collection of such information. If you have any questions about Sprint's policies for student phones or about how to control the information collected on them from users under 13, or if you wish to correct or delete any personal information provided to Sprint on a student phone used by a child under 13, you can contact us using the contact information below. You may also control the content your child may access by logging into [sprint.com/manage](http://sprint.com/manage), and reviewing the My Preferences tab.

Sprint allows children under 13 to participate in the Pokémon GO Mobile Trainer Rewards program with their parent or guardian's consent. When a visitor under 13 attempts to register for Sprint's Pokémon GO Mobile Trainer Rewards program, we will ask for a parent or guardian email address in order to provide program details and seek parental consent for the child to participate. Detailed information about the program can be found [here](#).

If you believe your child is participating in Sprint's Pokémon GO Mobile Trainer Rewards program without your consent, please feel free to contact us using the contact information below. A valid request to delete a child's personal information will be accommodated within a reasonable time.

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## **CONTACTING US**

If you have any questions or complaints that concern this Policy, please call us at Sprint or email us at [officeofprivacy@sprint.com](mailto:officeofprivacy@sprint.com). If you prefer, you also may write us at Office of Privacy -Legal

Department, Sprint, P.O. Box 4600, Reston, Virginia 20195. To send us a legal notice relating to this Policy, send it to Our Legal Notices Address listed in, and by the method specified in, the Acceptable Use Policy.

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### **UPDATING THIS POLICY**

We may change this Policy at any time. When we change the Policy we will give notice by changing the date it was last updated or as required by law.

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### **YOUR CALIFORNIA PRIVACY RIGHTS**

Sprint shares personal information between Sprint affiliates and marketing agents for marketing purposes. We do not share your personal information with unaffiliated third parties for their own independent marketing purposes without your consent. California residents may request the categories of personal information Sprint shared with third-parties for the third parties' direct marketing purposes during the previous calendar year, if any. To make your request, send an email to [officeofprivacy@sprint.com](mailto:officeofprivacy@sprint.com). Written requests may be sent to the Office of Privacy -Legal Department, Sprint, P.O. Box 4600 Reston, VA 20195. Sprint will respond to these requests within 30 days. Requests that come to Sprint by other means may result in a delayed response.

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### **INTERNATIONAL DATA PRIVACY POLICY**

Our International Data Privacy Policy informs you about our practices and policies regarding the collection, use, disclosure, transfer, storage, and processing of personal information collected outside the United States in connection with Services offered by Sprint, its subsidiaries, affiliates, and agents.

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Additional legal resources

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## Acceptable Use Policy

*Effective March 14, 2014*

### **WEBSITE, USE & NETWORK MANAGEMENT TERMS**

The following terms apply to your use of and access to any Sprint Corporation together with its subsidiaries, affiliates, agents, and licensors (collectively "Sprint ") owned or operated website ("Website"), as well as any electronic transmission sent, received, posted, accessed, or stored via any network ("Network").

### **COVERAGE OF THIS POLICY**

In addition to other agreements between you and Sprint, these terms explain the policies that govern your access to and use of our Website and Network. By accessing or using our Website or Network, you agree to these terms (collectively the "Policy"), as Sprint may modify it from time to time. Modifications to this Policy are effective upon its posting on our Website. If you do not agree to accept and comply with the Policy, then do not access or use our Website or Network.

### **ILLEGAL OR HARMFUL USE**

You may access and use our Website and Network only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via our Network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that is prohibited:

- **Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right. Infringement may result from the unauthorized copying, distribution, and/or posting of pictures, logos, software, articles, musical works, and videos.
- **Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable. Without limiting the foregoing, you may not access or use our Website or Network in any manner for the transmission or dissemination of images containing child pornography.
- **Excessive Utilization of Network Resources:** Consuming a disproportionate amount of available Network resources resulting in the potential to disrupt or degrade the Network or Network usage



by others. The determination of what constitutes excessive use depends on the specific state of the Network at any given time. Excessive use is determined by resource consumption relative to that of a typical individual user of the Network and not by the use of any particular application. Without limiting the foregoing, you are not allowed to use the Network to continually or repeatedly dial telephone numbers associated with free conference calls, free chat lines, or similar or related services that are used to increase the inter-carrier compensation billed to Sprint.

- **Export Violations:** Violations of export laws, regulations, and rules, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- **Fraudulent Conduct:** (1) Conducting fraudulent business operations and practices; (2) offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes); and (3) individual or business representation as an authorized 3rd party affiliation or agent for a business entity (e.g., Sprint) without the business' prior consent.
- **Falsification/Impersonation:** Using the Network to impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; or create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names, or other means of deceptive addressing.
- **Failure to Abide by Third-Party Network or Website Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or website that you access.
- **Harmful Content:** Disseminating or posting content that is harmful to the Network or other users of the Network including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data, or personal information.

## ELECTRONIC COMMUNICATIONS

You may not distribute, publish, or send through our Network: (1) any spam, including any unsolicited advertisements, solicitations, commercial e-mail messages, informational announcements, or promotional messages of any kind; (2) chain mail; (3) numerous copies of the same or substantially similar messages; (4) empty messages; (5) messages that contain no substantive content; (6) very large messages or files that disrupt a server, account, newsgroup, or chat service; or (7) any message that is categorized as "phishing."

Likewise, you may not: (1) participate in spidering, harvesting, or any other unauthorized collection of e-mail addresses, screen names, or other identifiers of others or participate in using software (including "spyware") designed to facilitate such activity; (2) collect responses from unsolicited messages; or (3) use any of our mail servers or another site's mail server to relay mail without the express permission of the account holder or the site.

## NETWORK SECURITY AND INTEGRITY

You may not violate the security of our Network in any way. Such violations may result in criminal or civil liability. Sprint may, but is not obligated to, investigate any violation of our Network. Sprint may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Sprint products and services or sending, receiving, posting, accessing, or storing any electronic transmission via our Network, you agree to cooperate in any such investigation. Examples of Network security violations include, without limitation:

- **Hacking:** Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- **Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- **Intentional Interference:** Interference with service to any user, host, or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- **Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the Network, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.
- **Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by Sprint or attempting to gain unauthorized access to, alter, or destroy any information that relates to any Sprint customer or other end-user. Sprint may, but is not obligated to, take any action it deems necessary to (1) protect its Network, its rights, or the rights of its customers or third parties, or (2) optimize or improve its Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through the Network. Sprint may, in its sole discretion and at any time, filter "spam" or prevent "hacking," "viruses," or other potential harms without regard to any preference you may have communicated to us.

## INVESTIGATION AND ENFORCEMENT OF THE POLICY

We have the right, but are not obligated, to strictly enforce this Policy through self-help, active investigation, litigation, and prosecution.

Sprint reserves the right to act immediately and without notice to restrict, suspend, or terminate your use of the Network if it reasonably determines that your conduct may: (1) expose Sprint to sanctions, prosecution, civil action, or other liability; (2) cause harm to or interfere with the integrity or normal operations of Sprint's Network or networks with which Sprint is interconnected; (3) interfere with another Sprint customer's use of the Network; (4) violate any applicable law, rule, or regulation; or (5) otherwise present an imminent risk of harm to Sprint or its customers.

Sprint has the right, but not the obligation, to monitor or restrict any uses of the Network that Sprint reasonably believes in its sole discretion violate this AUP. You are solely responsible for all content that you transmit or receive utilizing the Network, and you are responsible for abuse of your account by others.

We may also access and disclose any information (including transactional information) related to your access and use of our Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of or subscription to such services. INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER MAY BE CONSIDERED BREACHES OF THIS POLICY BY SUCH COMPANY, CUSTOMER, OR USER.

## MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy. Sprint may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Policy is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

## QUESTIONS, COMMENTS & ABUSE

If you want to report any violations of this Policy, other than those concerning child pornography, please email us at [abuse@sprint.net](mailto:abuse@sprint.net). To make a report concerning child pornography, please go to the following Web link: [http://www.sprint.net/index.php?p=support\\_ce\\_request](http://www.sprint.net/index.php?p=support_ce_request).

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