

ADDENDUM 2B
SPRINT MANAGED NETWORK SOLUTIONS PRODUCT ANNEX

The following operational terms and conditions, together with the State of Ohio Master Services Agreement ("MSA") and related Service Attachment(s) govern Sprint's provision of Managed Network Services ("MNS" or "Services") to Subscribing Entities as specified in the TSR Order for Data Communication Services or Statement of Work, as applicable, ("TSR Order"). Services include the facilities, software and services described in this document, but do not include any transport services that will be used with the Services.

1. **TSR Order Term.** The initial TSR Order term for Services ("Initial TSR Order Term") will be stated on the TSR Order. The Initial TSR Order Term for each specific unit of equipment will begin on the first day of the month following the date the Services are installed and available in connection with the equipment. AFTER THE INITIAL TSR ORDER TERM EXPIRES, THE TERM WILL CONTINUE FOR SUCCESSIVE 30-DAY PERIODS, until either Sprint or the Subscribing Entity provides the other with 30 days' notice of its intent to terminate the provision and/or receipt of MNS Services.
2. **Equipment.** Devices and modems ("Equipment") may be purchased at a one-time purchase price from Sprint as specified in the TSR Order. Subscribing Entity may provide its own devices if Sprint gives advance written approval for those devices including associated software. As technology evolves, Equipment and software may need to be upgraded, at Subscribing Entity's expense, according to the manufacturer's support requirements.
3. **Delivery, Identification and Return of Equipment**
 - 3.1. **Delivery**
 - A. **Delivery/Installation Date.** All delivery dates are approximate and are based on current lead-times. Sprint will use commercially reasonable efforts to deliver, or cause to have delivered, the Services by the delivery date agreed to by the parties and specified in the TSR Order.
 - B. **Subscribing Entity(ies)-Requested Delay**
 - (1) Subscribing Entity may request one (1) delay in the delivery date of the MNS Service set forth in the TSR Order ("Original Delivery Date") if: (a) the delay does not exceed thirty (30) calendar days from the Original Delivery Date; (b) Sprint receives Subscribing Entity's written request for the delay at least ten (10) calendar days before the Original Delivery Date; and (c) Subscribing Entity pays any reasonable additional charges Service Provider may incur which results directly from the Subscribing Entity's delay. Subscribing Entity's requested delay only applies to the MNS Services TSR Order. Sprint will begin billing for all associated Sprint transport charges on the Original Delivery Date.
 - (2) If Subscribing Entity delays delivery of the MNS Service more than thirty (30) calendar days from the Original Delivery Date, Sprint will invoice Subscribing Entity for the MNS Service charges beginning thirty (30) calendar days from the Original Delivery Date. Sprint will begin billing for all associated Sprint transport charges on the Original Delivery Date.
 - 3.2. **Identification of Equipment.** Sprint may require that plates or markings be affixed to specific Equipment to: (a) indicate Sprint's ownership interest in the Equipment until Sprint receives full payment of the purchase price; and (b) identify the specific Equipment that Sprint will provide Maintenance Service.
 - 3.3. **Return of Equipment.** No Equipment will be returned without prior approval and specific shipping instructions from Sprint.
4. **Installation**
 - 4.1. **Installation Services.** For MNS Complete Solutions, MNS Collaborative Solutions, and MNS Support Solutions - Implementation, Sprint will be responsible for:
 - A. performing a site survey by phone or in person as required;

ADDENDUM 2B
SPRINT MANAGED NETWORK SOLUTIONS PRODUCT ANNEX

- B. assisting Subscribing Entity in gathering necessary router/device configuration information using a Sprint-provided form to be completed by Subscribing Entity before installation;
- C. providing a list of "Subscribing Entity's Site Preparation Requirements" to be completed by Subscribing Entity before installation;
- D. preparing the device configuration files; and
- E. verifying the device connection to Sprint's service center building, the configuration files to the device; and verifying proper operation of the device.

4.2. Third-Party Installation. Sprint may employ third parties for the actual on-site installation.

5. MNS Complete Solutions. Sprint will provide the management services listed below ("MNS Complete Solutions"). If Subscribing Entity uses MNS in connection with transport services provided by one carrier and Subscribing Entity elects to use another carrier to provide transport, Subscribing Entity will pay an additional installation fee associated with the migration to the other carrier.

5.1. Design.

- A. MNS will create device configuration and perform network management/monitoring design.

5.2. Implementation.

- A. MNS will load device configuration and perform transport/device implementation and testing.

5.3. Monitoring and Notification.

- A. Sprint will provide network monitoring and notification services 24 hours per day, 365 days per year.

5.4. Trouble Resolution.

A. Fault Management. Sprint will provide fault management services 24 hours per day, 365 days per year. These services include the detection, isolation, diagnosis, correction and Subscribing Entity's notification of network troubles. Sprint's service center operates a Simple Network Management Protocol (SNMP) based management system that provides real-time, graphics-oriented network management of routers/devices and associated communications links. This SNMP management system will be used for the initial screening of all Subscribing Entity's trouble reports. MNS will manage Subscribing Entity's wide area network (WAN) including the transport and all terminating devices.

B. Single Point of Contact. Sprint's service center provides a single point of contact for troubles associated with Services, 24 hours per day, 7 days per week ("24 x 7"). MNS Subscribing Entity will utilize a designated Web portal as the primary service contact and Sprint's service management center as a secondary service contact.

C. Trouble Ticket Handling. A trouble ticket number from Sprint's automated ticketing system will be provided to the Subscribing Entity's help desk that reports the trouble. For each trouble report, Sprint will maintain information about the trouble, the steps taken to resolve the trouble, and the final disposition of the trouble report. Subscribing Entity's Technology Coordinator or his/her designee will be kept apprised of the status of service restoration actions. Sprint will not close a trouble ticket until Subscribing Entity has been notified that the problem has been corrected.

D. Dedicated In-Band Network Management Access. Sprint will provide the first dedicated management link from the Subscribing Entity's network to Sprint's service center for MPLS, IP VPN, dedicated IP or SprintLink services. Additional management links, at Subscribing Entity's request, are Subscribing Entity's responsibility. For Sprint Clearline (or private line) service,

ADDENDUM 2B
SPRINT MANAGED NETWORK SOLUTIONS PRODUCT ANNEX

Subscribing Entity is responsible for the cost of an in-band transport link from a Subscribing Entity's site to Sprint's service center.

E. Backup Out-of-Band Network Management Access. If Sprint's network management system can no longer access a device via the in-band portion of Subscribing Entity's transport link, a technician will dial in to the modem port of the affected device. The technician will then be able to check the device and its ports for trouble. Subscribing Entity will provide a standard switched business telephone line and modem for the backup, dial-in network management access as specified in Section 11.1.C below.

F. Third-Party Coordination. Sprint will coordinate the services of any third party required to maintain portions of the Services, and Sprint will dispatch third-party technicians to perform on-site service as necessary.

5.5. Configuration Management. Sprint provides configuration management services that include the following:

- A. Storing of current device configurations and implementation of configuration reloads for re-initialization of devices.
- B. Capturing and maintaining inventory of assets per Subscribing Entity's location.
- C. Maintaining Subscribing Entity's site contact information.
- D. Perform system code updates and loads.
 - (1) One free device code update per year (within same software feature set) and on request of Subscribing Entity.
 - (2) Proactive software updates to fix software bug or security flaw.

5.6. Change Management. Post implementation, Sprint allows Subscribing Entity-initiated Network Change Requests (NCR) and Re-designs. Collectively, NCRs and Re-designs are commonly referred to as MACs (Moves/Adds/Changes). Pricing for Change Management will be determined by the Parties at the time of Subscribing Entity's NCR. Sprint will manage and install all engineering changes on the device that are required by Sprint.

6. MNS Collaborative Solutions. Sprint will provide the services listed below in ("MNS Collaborative Solutions").

6.1. Design.

- A. MNS will create device configuration and perform network management/monitoring design.

6.2. Implementation.

- A. MNS will load device configuration and perform transport/device implementation and testing.

6.3. Monitoring and Notification.

- A. Sprint will provide network monitoring and notification services 24 hours per day, 365 days per year by the remote polling of the devices and, if applicable, through receipt of SNMP traps that result in network center alarms.

6.4. Configuration Management. Sprint provides configuration management services that include the following:

- A. Storing of current device configurations and implementation of configuration reloads for re-initialization of devices upon Subscribing Entity's request.

7. MNS Support Solutions – Design

7.1. Design.

- A. MNS will create device configuration.

ADDENDUM 2B
SPRINT MANAGED NETWORK SOLUTIONS PRODUCT ANNEX

8. MNS Support Solutions – Implementation

8.1. Implementation.

A. MNS will load device configuration and perform transport/device implementation and testing.

9. MNS Support Solutions – Monitoring and Notification. Sprint MNS Support Solutions - Monitoring and Notification is an end-to-end alarm and notification service supporting SNMP capable Subscribing Entity-Premises Equipment (CPE). Sprint will provide the following support:

9.1. Monitoring. Sprint will proactively monitor the up/down status of Subscribing Entity's premises devices by the remote polling of the devices and, if applicable, through receipt of SNMP traps that result in network center alarms.

9.2. Notification. Sprint will auto notify Subscribing Entity via email of device or network event.

9.3. Reporting. If applicable, Subscribing Entity will have access to performance reporting through a centralized web portal.

10. Subscribing Entity's Premise Equipment Maintenance Services. For MNS Complete, CPE device maintenance is required. Sprint will provide and Subscribing Entity will purchase from Sprint for the duration of the term the following maintenance services ("Maintenance Services") as set forth as a separate maintenance line item on the invoice, in conjunction with MNS Complete.

10.1. Subscribing Entity will specify one of the following maintenance plans on the TSR Order:

A. Next Business Day Response Maintenance Service. Sprint will provide Next Business Day Response Maintenance Service for Equipment during the principal period of maintenance ("PPM"). The Domestic PPM is 8:00 a.m. - 5:00 p.m., local time, Monday through Friday, excluding Sprint-designated holidays. The Global PPM is 8:00 a.m. - 5:00 p.m., local time, Monday through Friday, excluding Sprint-designated holidays. If a problem is covered under Sprint's Maintenance Service, all parts, labor, and travel expenses will be included. When Sprint verifies that a problem is covered under this Maintenance Service and it requires on-site support, Sprint will respond to Subscribing Entity(ies) affected site by the next-business day if that problem is verified by Sprint before 4:00 p.m. Eastern Time/Eastern Standard Time. Next Business Day Response Maintenance Service is subject to geographic availability on a city-by-city basis.

B. Same Day (4 hour) Response Maintenance Service. Sprint will provide Same Day Response Maintenance Service for Equipment, 24 x 7, including Sprint-designated holidays. If a problem is covered under Sprint's Maintenance Service, all parts, labor, and travel expenses will be included. When Sprint verifies that a problem is covered under this Maintenance Service and it requires on-site support, Sprint will respond to Subscribing Entity's affected site within 4 hours. This 4-hour response time is subject to geographic availability on a site-by-site basis.

11. Subscribing Entity's Responsibilities

11.1. Preparation for Services. Subscribing Entity will, at its own expense:

A. ensure that each Subscribing Entity's site is prepared to accept the equipment to be installed, including but not limited to, hard wired (non-switched) power outlets, any desired battery backups and surge protectors, rack mounts, rack mounting brackets and/or wallboards for mounting equipment; and,

B. provide all inside wiring, including without limitation, any extended wiring that may be required to bring a circuit from the Telco demarcation to within five feet of the equipment being installed; and,

C. For MNS Complete, provide a standard measured business telephone line and modem (Sprint will provide modem at no charge for Domestic locations). This dedicated measured business

ADDENDUM 2B
SPRINT MANAGED NETWORK SOLUTIONS PRODUCT ANNEX

line must remain in service for as long as Sprint manages the Equipment to provide an out-of-band link to manage the equipment; and,

- D.** For MNS Complete, provide full and free access to the Equipment to provide Maintenance Service. If access is not available when required, Subscribing Entity will pay Sprint a trip charge at Sprint's then current rates, and Subscribing Entity will arrange another time for Sprint to provide Maintenance Service.

Subscribing Entity will also be responsible for the on-going maintenance of all the aforementioned preparations.

11.2. Sprint Equipment. Subscribing Entity will be responsible for all Sprint property located on Subscribing Entity's premise in conjunction with the Services.

11.3. IP Addresses. Subscribing Entity will have a valid InterNIC IP address on the WAN interface of each device managed by Sprint. Sprint will use Subscribing Entity-provided IP addresses if the addresses belong to Subscribing Entity and are registered with the InterNIC. For IP networks, if Subscribing Entity does not have valid IP addresses, Subscribing Entity may request valid addresses from the InterNIC or may submit a request to SprintLink for valid IP addresses.

12. Subscribing Entity-Provided Hardware or Software

12.1. Equipment Alteration. Subscribing Entity is responsible for making any alteration or attachment ("Equipment Alteration") to Equipment, for its use to meet MNS specifications, and for the results of the Equipment Alteration.

12.2. Replacement of Subscribing Entity-Provided Hardware or Software. At Subscribing Entity's request, Sprint will replace Subscribing Entity-provided hardware or software (except for Equipment Alteration) when those parts are directly interchangeable with Sprint maintenance parts. Those parts will be replaced at a discounted rate.

12.3. End of Life Equipment Support.

A. To ensure that Sprint MNS provides innovative, maintainable, and cost effective Products and Services to our Subscribing Entities, specific Products will periodically be discontinued. Reasons why a Product or Service migrate to End Of Life ("EOL") include:

- Equipment vendor no longer supports the hardware
- Equipment vendor no longer supports the software
- Sprint may choose to discontinue support for a product/service or hardware line due to significant technology changes or advances

B. When a Product EOL is announced, the Product starts the EOL transition period. Subscribing Entities are notified of the event and are asked to contact their account teams or their support organization to plan and budget to move to the current Product versions. While Sprint will endeavor to notify Subscribing Entities of EOL equipment under management and assist Subscribing Entities in migrating to supported technology, EOL management is ultimately the responsibility of Subscribing Entities. During the EOL transition period, all affected Products will be supported per Subscribing Entities' agreements through the end of their contract. After this period, Sprint MNS will no longer provide maintenance support.

13. Definitions

13.1. Domestic Definition. The term "Domestic" as applied to MNS means the 48 contiguous states of the United States, Alaska, Hawaii and the District of Columbia.

13.2. Sprint Designated Holidays Definition. Sprint's designated holidays are listed as follows:

- A.** New Years Day

ADDENDUM 2B
SPRINT MANAGED NETWORK SOLUTIONS PRODUCT ANNEX

- B. Martin L. King, Jr. Day
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Thanksgiving Day
- G. Day After Thanksgiving
- H. Christmas Day

13.3. Statement of Work Definition. The term "Statement of Work" as applied to MNS means a document that describes the technical details of the installation of services.