INTERNET SERVICE PROVIDERS (ISPs)
PRODUCT ANNEX

The following terms and conditions, together with the Sprint Master Services Agreement or Custom Service Agreement ("Agreement"), as applicable,, and the Sprint Internet and Intranet Dedicated and Dial Services Product Annex, govern Sprint's provision of Sprint IP Services ("Services") to an Internet Service Provider ("ISP"). If a conflict exists between the Sprint Standard Terms and Conditions for Communications Services, Agreement or Sprint Internet and Intranet Dedicated and Dial Services Product Annex and these Terms and Conditions, these Terms and Conditions will control.

Customer is considered an ISP if Sprint determines that Customer is using the Services to resell Internet access, including the sale of dedicated Internet connections or SLIP/PPP dial-up connections to others, as these require that an IP network, subnet, or host number be assigned to the end-user. As an ISP, Customer must be Internet-knowledgeable and capable of independently configuring TCP/IP communications, applications, and routing software in its local network environments.

1. **Connection Equipment.** The equipment required for connection to the Services consists of the following: IP Router, Channel Service Unit (CSU), Data Service Unit (DSU) or DS3-DSU, and an Inverse Multiplexer (Required only for certain types of NxT1 access). Specific requirements regarding connection equipment for ISPs are listed below:

    1.1 The ISP may rent or purchase a router from Sprint, or may provide its own router.

    1.2 The ISP or Sprint will install, maintain, configure, and manage the IP Router hardware and software.

    1.3 The ISP will configure its local network environment and applications. This includes, but may not be limited to, installation and configuration of Internet servers for mail, news, and the Domain Name System (DNS).

    1.4 At the option of the ISP, either Sprint or the ISP will provide the CSU/DSU or DS3-DSU. Sprint will always provide the Inverse Multiplexer.

    1.5 If Sprint provides the CSU/DSU, then the service demarcation point is the CSU/DSU. If the ISP provides the CSU/DSU, then the service demarcation point is the LEC-provided Smartjack or equivalent at the ISP's location.

    1.6 Sprint will maintain the Services under the Order, however the ISP will be responsible for resolving problems which are isolated to the IP Router, CSU/DSU (if provided by the ISP) or its local network environment and applications.

2. **Routing Configurations.** The routing configuration supported by the Services is different based on whether the ISP's network is single-homed (e.g. only one connection to the Services) or multi-homed (e.g. more than one connection to the Services, or one connection to the Services and an alternate connection to another entity providing access to the Internet).

   2.1   If the ISP's network is single-homed, then Sprint will configure a fixed list of static routes during service implementation to support routing of the ISP's network number(s). The ISP will configure the proper static routes on the IP Router for connection to the Services. Additionally, the ISP will configure the routing within its local network environment.

   2.2   If the ISP's network is multi-homed, then Sprint will configure dynamic routing during service implementation to support routing of the ISP's network number(s). This requires the ISP to have an Internet Autonomous System (AS) number (see Section 3 below). Sprint will use Border Gateway Protocol Version 4 ("BGP-4") dynamic routing protocol for multi-homed configurations. The ISP will configure BGP-4 on the IP Router for connection to the Services. The ISP will configure the routing within its local network environment.

   2.3   Sprint reserves the right to configure dynamic routing for single-homed configurations when routing changes are requested on a regular or frequent basis.

3. **Internet Registrations.** There are several registrations required for an Internet connection. These include an Internet Network Number, an Internet Domain Name, and if applicable an Autonomous System (AS) number (i.e. required for multi-homed environments only).

   3.1   Internet Network Number (e.g. IP Addresses) Registration - Sprint will assign one or more Class C Internet Network Numbers to the ISP during implementation of the Services. When more than one Class C Internet Network Number is required, Sprint will assign a block of contiguous Class C Internet Network Numbers, subject to Sprint's then current address assignment policies. Sprint retains all ownership and any other rights or interests in any IP Addresses assigned to the ISP in the course of providing Services pursuant to this Agreement.

   3.2   Domain Name Registration – The ISP is responsible for the registration of its domain name, and for the registration of any of its customer's domain names.

   3.3   Autonomous System Number Registration - If the ISP needs to obtain an Autonomous System (AS) number, it is the ISP's responsibility.

4. **Domain Name Service (DNS).** Each user of the Services that registers an Internet domain name must provide at least two name servers for the domain: a primary DNS, and a secondary DNS for backup purposes. Requirements regarding DNS for ISPs are listed below:

   4.1   The ISP will provide primary DNS for its own domain and primary DNS for each of its customers' domains (if required).

4.2   Sprint will provide secondary DNS for the ISP's domain only.

4.3   The ISP will provide secondary DNS for each of its customers' domains.

5. **Trouble Reporting and Problem Resolution**. Once the Services have been implemented, the ISP will follow standard Sprint trouble reporting procedures. Sprint's Service Management Center (SMC) is the ISP's single point of contact for resolving troubles with the Services once initial implementation has been completed. Sprint's SMC is available twenty-four hours per day, seven days per week. Specific restrictions regarding SMC support for ISPs are listed below:

5.1   The ISP will resolve troubles within its local network and application environment. The ISP will be responsible for all trouble resolution services to its own customers.

5.2   Sprint SMC will only accept trouble calls from the ISP. The SMC has no responsibility for an ISP's customers, and will not accept calls from an ISP's customers. When the ISP places a trouble call to the SMC, the following information must be provided:

  A. Name and Telephone Number of the ISP

  B. Name and Telephone Number of the ISP's affected customer

  C. Hours of Availability

  D. Name of person with the authority to close trouble ticket

  E. Network Address of the IP Router experiencing trouble

  F. IP Address of the IP Router experiencing trouble

  G. Description of the trouble

6. **Other Terms and Conditions.**

6.1   Sprint's relationship with the ISP does not constitute or create a joint venture, pooling arrangement, partnership, agency or formal business organization of any kind. Sprint and the ISP are independent contractors with each other for all purposes at all times and neither party will act as or hold itself out as agent for the other or create or attempt to create liabilities for the other party.

6.2   The Order is made solely for the benefit of the parties thereto and, except for permitted successors and assigns, confers no rights, duties, powers or privileges to any party who does not sign the order.

6.3   All customers of the ISP will look solely to the ISP for its remedies under its agreement with ISP. The customers are not third party beneficiaries under any agreement between Sprint and the ISP.

6.4 Notwithstanding Sprint's provision of Services to an ISP for use by its customers, the ISP will remain liable for its customer's compliance with all the terms and conditions of the Services. Failure of an ISP customer to comply with the terms and conditions of the Services will be deemed to be a breach by the ISP.

6.5 Failure of the ISP to comply with any of the terms of this Section will be deemed a material breach of these terms and conditions and the Order.

6.6 Customer will not use Sprint's name or marks in any print or online materials without Sprint's advance written consent.

6.7 Customer is solely responsible for billing and collecting payments from its endusers. Failure of an enduser to pay Customer does not relieve Customer from its obligation to pay Sprint in accordance with the terms of the Agreement.

6.8 Customer is responsible for its endusers' compliance with Sprint's Acceptable Use Policy posted at www.sprint.net/abuse/html.