security interests, rights of others, and encumbrances of any kind (collectively, "Encumbrances"), other than Encumbrances which will not restrict or interfere in any material respect with the exercise by Licensee of the rights granted to Licensee hereunder.

(b) There is no claim, action, proceeding or other litigation pending or, to the knowledge of Licensor, threatened with respect to Licensor's ownership of the Licensed Marks or which, if adversely determined, would restrict or otherwise interfere in any material respect with the exercise by Licensee of the rights purported to be granted to Licensee hereunder.

Except as expressly provided above in this Section 5.1, Licensor makes no representation or warranty of any kind or nature whether express or implied with respect to the Licensed Marks (including freedom from third party infringement of the Licensed Marks).

The representations and warranties provided for in this Section 5.1 shall survive the execution and delivery of this agreement.

Section 5.2. Other Licensees. In the event Licensor grants to any third party any licenses or rights with respect to the Licensed Marks, Licensor shall not, in connection with the grant of any such license or rights, take any actions, or suffer any omission that would adversely affect the existence or validity of the Licensed Marks or conflict with the rights granted to Licensee hereunder.

Section 5.3. Abandonment. Licensor covenants and agrees that, during the term of this agreement, it will not abandon the Licensed Marks.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BOTH PARTIES

Section 6.1. Representations and Warranties. Each party hereby represents and warrants to the other party as follows:

(a) Due Incorporation or Formation; Authorization of Agreement. Such party is a corporation duly organized, a limited liability company duly organized or a partnership duly formed, validly existing and, if applicable, in good standing under the laws of the jurisdiction of its incorporation or formation and has the corporate, company or partnership power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such party is duly licensed or qualified to do business and, if applicable, is in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such party has the corporate, company or partnership power and authority to execute and deliver this agreement and to perform its obligations hereunder and the execution, delivery and performance of this agreement

have been duly authorized by all necessary corporate, company or partnership action. Assuming the due execution and delivery by the other party hereto, this agreement constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject as to enforceability to limits imposed by bankruptcy, insolvency or similar laws affecting creditors' rights generally and the availability of equitable remedies.

(b) No Conflict with Restrictions; No Default. Neither the execution, delivery and performance of this agreement nor the consummation by such party of the transactions contemplated hereby (i) will conflict with, violate or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to such party or any of its Controlled Related Parties, (ii) will conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of incorporation, articles of organization or certificate of formation, bylaws, operating agreement or limited liability company agreement, or partnership agreement of such party or any of its Controlled Related Parties or of any material agreement or instrument to which such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is or may be bound or to which any of its material properties or assets is subject (other than any such conflict, violation, breach or default that has been validly and unconditionally waived), (iii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights or require any consent, authorization or approval under any indenture, mortgage, lease agreement or instrument to which such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is or may be bound, or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such party or any of its Controlled Related Parties, which in any such case could reasonably be expected to materially impair such party's ability to perform its obligations under this agreement or to have a material adverse effect on the consolidated financial condition of each party or its Parent.

(c) Governmental Authorizations. Any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required to be obtained by such party in connection with the valid execution, delivery, acceptance and performance by such party under this agreement or the consummation by such party of any transaction contemplated hereby has been completed, made or obtained, as the case may be.

(d) Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of such party, threatened against or affecting such party or any of its

Controlled Related Parties or any of their properties, assets or businesses in any court or before or by any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could, if adversely determined (or, in the case of an investigation could lead to any action, suit or proceeding, which if adversely determined could), reasonably be expected to materially impair such party's ability to perform its obligations under this agreement or to have a material adverse effect on the consolidated financial condition of such party or its parent; and such party or any of its Controlled Related Parties has not received any currently effective notice of any default, and such party or any of its Controlled Related Parties is not in default, under any applicable order, writ, injunction, decree, permit, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, which default could reasonably be expected to materially impair such party's ability to perform its obligations under this agreement or to have a material adverse effect on the consolidated financial condition of such party or its Parent.

Section 6.2. Survival. The representations and warranties provided for under this Article 6 will survive the execution and delivery of this agreement.

ARTICLE 7
PROSECUTION OF INFRINGEMENT CLAIMS

Section 7.1. Notice and Prosecution of Infringement. Licensee agrees to notify Licensor promptly, in writing, of any alleged, actual or threatened infringement of any of the Licensed Marks within the Service Area of which Licensee becomes aware. Licensor has the sole right to determine whether or not to take any action on such infringements. Licensor has the sole right to employ counsel of its choosing and to direct any litigation and settlement of infringement actions. Any recoveries, damages and costs recovered through such proceedings shall belong exclusively to Licensor, and Licensor shall be solely responsible for all costs and expenses (including attorney fees) of prosecuting such actions. Licensee agrees to provide Licensor with all reasonably requested assistance in connection with such proceedings.

ADDITIONAL LANGUAGE ADDED BY §44 OF ADDENDUM VII

ARTICLE 8
LICENSEE DEFENSE AND INDEMNIFICATION OF LICENSOR

Section 8.1. Indemnification. (a) Each party hereby agrees to indemnify the other party against and agrees to hold it harmless from any Loss incurred or suffered by such other party arising out of or in connection with:

(i) the material breach of any representation or warranty made by such party in this agreement; and

(ii) the material breach of any covenant or agreement by such party contained in this agreement.

(b) In addition to the indemnification provided for in Section 8.1(a), Licensee agrees to indemnify Licensor against and hold it harmless from any Loss suffered or incurred by Licensor or its Controlled Related Parties by reason of a third party claim arising out of or relating to (i) the use of the Licensed Marks by Licensee; or (ii) the marketing, promotion, advertisement, distribution, lease or sale by Licensee (or any permitted sublicensee) or by any additional Licensee (or any permitted sublicensee) of any Sprint PCS Products and Services, Related Equipment or Premium and Promotional Items under the Licensed Marks pursuant to this agreement, including unfair or fraudulent advertising claims, warranty claims and product defect or liability claims, pertaining to the Sprint PCS Products and Services, Related Equipment or Premium and Promotional Items. Notwithstanding the foregoing, Licensee will not be required under this paragraph (b) to indemnify any Loss arising solely out of Licensee's use of the Licensed Marks in compliance with the terms of the Trademark and Service Mark Usage Guidelines; provided that Licensor shall have no obligation to indemnify for third-party claims alleged to arise from the specifics of uses of third-party trademarks or service marks, or the specifics of claims made, in marketing materials prepared by or for Licensee, which marketing materials have not been approved by Licensor prior to the publication out of which such claims are alleged to have arisen.

ARTICLE 9
OBLIGATIONS/SETOFF

Section 9.1. Obligations/Setoff. The obligations of the parties as set forth in this agreement shall be unconditional and irrevocable, and shall not be subject to any defense or be released, discharged or otherwise affected by any matter, including impossibility, illegality, impracticality, frustration of purpose, force majeure, act of government, the bankruptcy or insolvency of any party hereto, and the obligations of each party shall not be subject to any right of setoff or recoupment which such party may not or hereafter have against the other party.

ARTICLE 10
LIMITATION ON USE OF LICENSED MARKS

Section 10.1. Restrictions on Use. Licensee is not permitted to make any use of the Licensed Marks in connection with products or services other than the Sprint PCS Products and Services, and as specifically authorized in Sections 1.1(b) above with respect to Related Equipment and Premium and Promotional Items, nor to make any use of the Licensed Marks directed outside of the Service Area.

REPLACED BY § 18 OF ADDENDUM XI

Section 10.2 Adherence to Trademark and Service Mark Usage Guidelines. Licensee agrees to comply with and adhere to Trademark and Service Mark Usage Guidelines for the depiction or presentation of the Licensed Marks, as furnished by Licensor. Prior to Licensee depicting or presenting any of the Licensed Marks on any type of marketing, advertising or promotional materials, Licensee agrees to submit samples of such materials to Licensor for

REPLACED BY § 45 OF ADDENDUM VII.

approval. Licensor shall have fourteen (14) days from the date Licensor receives such materials to approve or object to any such materials submitted to Licensor for review. In the event Licensor does not object to such materials within such fourteen (14) day period, such materials shall be deemed approved by Licensor. Thereafter, Licensee shall not be obligated to submit to Licensor materials prepared in accordance with the samples previously approved by Licensor and the Trademark and Service Mark Usage Guidelines; provided, however, Licensee shall, at the reasonable request of Licensor, continue to furnish samples of such marketing, advertising and promotional materials to Licensor from time to time during the term hereof at the request of Licensor.

Section 10.3. Use of Similar Trademarks and Service Marks. Licensee agrees not to use (a) any trademark or service mark which is confusingly similar to, or a colorable imitation of, the Licensed Marks or any part thereof, or (b) any work, symbol, character, or set of words, symbols, or characters, which in any language would be identified as the equivalent of the Licensed Marks or that are otherwise confusingly similar to, or a colorable imitation of, the Licensed Marks, whether during the term of this agreement or at any time following termination of this agreement. Licensee shall not knowingly engage in any conduct which may place the Sprint PCS Products and Services, the Licensed Marks or Licensor in a negative light or context.

REPLACED BY §45 OF ADDENDUM VII AND ADDITIONAL LANGUAGE FROM § 19 OF ADDENDUM XI.

Section 10.4. Services of Public Figures. Licensee agrees to obtain Licensor's prior written approval (which approval will not be unreasonably withheld) before engaging the services of any celebrity or publicly known individual for endorsement of any Sprint PCS Products and Services or Premium and Promotional Items.

REPLACED BY § 20 OF ADDENDUM XI

ARTICLE 11
CONTROL OF BRAND IMAGE

Section 11.1 Exclusive Use of Licensed Marks. The Sprint PCS Products and Services shall be marketed by Licensee solely under the Licensed Marks.

REPLACED BY § 21 OF ADDENDUM XI.

Section 11.2. Consistency With Brand Image and Principles. Licensee shall use the Licensed Marks in a manner that is consistent with the brand image and principles established by Licensor, and mechanics to ensure consistency will be included in the Marketing Communications Guidelines.

Section 11.3 Management of Brand Image. Licensor shall be responsible for the overall management of the brand image for the Licensed Marks. All advertising, marketing and promotional materials using the Licensed Marks prepared by Licensee shall, in addition to the provisions set forth in Section 11.2 above, comply with the Marketing Communications Guidelines to be furnished by Licensor to Licensee as such Marketing Communications Guidelines may be amended and updated by Licensor from time to time. Such Marketing Communications Guidelines shall establish reasonable principles to be followed in the development of advertising, marketing and promotional campaigns in order to ensure a consistent and coherent brand image. All advertising, marketing and promotional campaigns

conducted by Licensee shall be conducted in a manner consistent with the Marketing Communications Guidelines.

Section 11.4. Advertising Agencies; Promotions. Licensee may select its own advertising agencies for development of its advertising and promotional campaigns; provided, however, that all media buys shall be coordinated by Licensee with the buying agency of Licensor. Licensee and Licensor shall conduct ongoing reviews of upcoming advertising, marketing and promotional campaigns of each party and shall use good faith efforts to coordinate their respective campaigns in a manner that will maximize the advertising, marketing and promotional efforts of the parties and be consistent with the Marketing Communications Guidelines. Licensee shall not initiate any products or promotions under names which are confusingly similar to any names of national product offerings or promotions by Licensor. Neither Licensor nor any of its Controlled Related Parties shall initiate any products or promotions under names which are confusingly similar to any names of national product offerings or promotions by Licensee. In addition, Licensor will use its commercially reasonable efforts to ensure that no third party licensee under the Licensed Marks initiates any products or promotions in the Service Area under names which are confusingly similar to any names of national product offerings or promotions by Licensee.

Section 11.5 Ownership of Advertising Materials. ~~All agreements entered into by Licensee with advertising agencies shall provide that Licensor shall own all advertising materials (including concepts, themes, characters and the like) created or developed thereunder.~~ Subject to the terms and conditions set forth herein, Licensee shall receive a perpetual, non-exclusive, royalty-free license to use such materials in connection with advertising and promotional materials developed by Licensee; provided, however, that the rights granted under such perpetual license shall be limited solely to the use of such materials and shall not extend the term of the license with respect to the Licensed Marks provided for hereunder.

REPLACED BY § 42 OF ADDENDUM VI.

NEW § 11.6 ADDED BY § 46 OF ADDENDUM VII

NEW SECTION 11.7 ADDED BY § 22 OF ADDENDUM XI

ARTICLE 12
RELATIONSHIP OF PARTIES

Section 12.1. Relationship of Parties. It is the express intention of the parties that Licensee is and shall be an independent contractor and no partnership shall exist between Licensee and Licensor pursuant hereto. This agreement shall not be construed to make Licensee the agent or legal representative of Licensor for any purpose whatsoever (except as expressly provided in Articles 7 and 8), and Licensee is not granted any right or authority to assume or create any obligations for, on behalf of, or in the name of Licensor (except as expressly provided in Articles 7 and 8). Licensee agrees, and shall require its permitted sublicensees to agree, not to incur or contract any debt or obligation on behalf of Licensor, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of Licensor in or with respect to the Licensed Marks or be detrimental to Licensor's image.

ARTICLE 13
TERM; TERMINATION; EFFECTS OF TERMINATION

Section 13.1. Term. This agreement commences on the date of execution and continues until the Management Agreement terminates, unless earlier terminated in accordance with the terms set forth in this Article 13. This agreement automatically terminates upon termination of the Management Agreement.

Section 13.2. Events of Termination. If any of the following events shall occur with respect to Licensee, each such occurrence shall be deemed an "Event of Termination":

(a) Bankruptcy. The occurrence of a "Bankruptcy" with respect to Licensee.

(b) Breach of Agreements. Licensee fails to perform in accordance with any of the material terms and conditions contained herein in any material respect.

(c) Material Misrepresentation. Licensee breaches any material representation or warranty of Licensee made in Section 4.2 or Article 6 in any material respect.

(d) Termination of Management Agreement. The termination of the Management Agreement, for whatever reason.

Section 13.3. Licensor's Right to Terminate Upon Event of Termination. Licensor may, at its option, without prejudice to any other remedies it may have, terminate this agreement by giving written notice of such termination to Licensee as follows: (a) immediately, upon the occurrence of any Event of Termination pursuant to Section 13.2(a) with respect to Licensee; or (b) after the expiration of thirty (30) days from Licensee's receipt of written notice from Licensor of the occurrence of any Event of Termination pursuant to Sections 13.2(b) or 13.2(c), if such failure to perform or breach is then still uncured; or (c) immediately upon the repeated or continuing occurrence of Events of Termination pursuant to Section 13.2(b) (regardless of whether such continuing failures to perform or breaches have been cured by Licensee in accordance with the provisions of clause (b) or this Section 13.3); or (d) immediately upon the occurrence of a termination pursuant to Section 13.2(d).

Section 13.4 Licensee's Right to Terminate. Licensee may, at its option, without prejudice to any other remedies it may have, terminate this agreement by giving written notice of such termination to Licensor as follows: (a) immediately, in the event that Licensor abandons the Licensed Marks or otherwise ceases to support the Licensed Marks in Licensor's business; or (b) immediately in the event of the occurrence of a Bankruptcy with respect to Licensor; or (c) immediately in the event of an occurrence of termination pursuant to Section 13.2(d).

Section 13.5. Effects of Termination. Upon the termination of this agreement for any reason, all rights of Licensee in and to the Licensed Marks in the Service Area shall cease within

thirty (30) days following the date on which this agreement terminates (except in the case of a termination resulting from an Event of Termination described in Section 13.2(b), (c) or (d), in which case such rights to use the Licensed Marks will terminate immediately upon the date of termination); provided, however, that Licensee may thereafter sell, transfer or otherwise dispose of any Related Equipment and Premium and Promotional Items that are then in Licensee's inventory (or which Licensee has purchased or is then legally obligated to purchase) for an additional reasonable period not to exceed three (3) months. Licensee's right of disposal under this Section 13.5 shall not prohibit Licensor from granting to third parties during the disposal period licenses and other rights with respect to the Licensed Marks. The provisions of Articles 3, 4, 5, 6 and 8 will survive any termination of this agreement.

ARTICLE 14
ASSIGNMENT; SUBLICENSING

Section 14.1. Licensee Right to Assign. Licensee, without the prior written consent of Licensor (in its sole discretion), shall have no right to assign any of its rights or obligations hereunder.

Section 14.2. Licensor Right to Assign the Licensed Marks. Nothing herein shall be construed to limit the right of the Licensor to transfer or assign its interests in the Licensed Marks, subject to the agreement of the assignee to be bound by the terms and conditions of this agreement.

Section 14.3. Licenses to Additional Licensees: Sublicenses: Licenses to Additional Licensees. Licensee shall not sublicense (or attempt to sublicense) any of its rights hereunder without the prior written consent of Licensor, in the sole discretion of Licensor.

ARTICLE 15
MISCELLANEOUS

Section 15.1. Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, or by facsimile (with acknowledgment received), charges prepaid and addressed as described on the Notice Address Schedule attached to the Master Signature Page, or to such other address or number as such party may from time to time specify by written notice to the other party in accordance with the provisions of this Section 15.1. All notices and other communications given to a party in accordance with the provisions of this agreement shall be deemed to have been given and received (i) four (4) Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested, (ii) when delivered by hand or transmitted by facsimile (with acknowledgment received and, in the case of a facsimile only, a copy of such notice is sent no later than the next Business Day by a reliable overnight courier service, with acknowledgment of receipt) or (iii) one (1) Business Day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt.

REPLACED BY § 43 OF ADDENDUM VI.

Section 15.2. Binding Effect. Except as otherwise provided in this agreement, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors, transferees, and assigns.

Section 15.3. Construction. This agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

Section 15.4. Time. Time is of the essence with respect to this agreement.

Section 15.5. Table of Contents; Headings. The table of contents and section and other headings contained in this agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this agreement.

Section 15.6. Severability. Every provision of this agreement is intended to be severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and such illegality, invalidity or unenforceability shall not affect the validity or legality of the remainder of this agreement. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

Section 15.7. Further Action. Each party, upon the reasonable request of the other party, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the intent and purposes of this agreement.

~~Section 15.8. Governing Law. The internal laws of the State of Missouri (without regard to principles of conflict of law) shall govern the validity of this agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.~~

REPLACED BY § 47 OF ADDENDUM VII

Section 15.9. Specific Performance. Each party agrees with the other party that the other party would be irreparably damaged if any of the provisions of this agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, in addition to any other remedy to which the nonbreaching party may be entitled, at law or in equity, the nonbreaching party shall be entitled to injunctive relief to prevent breaches of this agreement and specifically to enforce the terms and provisions hereof.

Section 15.10. Entire Agreement. The provisions of this agreement set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior agreements, oral or written, and other communications between the parties relating to the subject matter hereof.

Section 15.11. Limitation on Rights of Others. Nothing in this agreement, whether express or implied, shall be construed to give any party other than the parties any legal or equitable right, remedy or claim under or in respect of this agreement.

Section 15.12. Waivers: Remedies. The observance of any term of this agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party or parties entitled to enforce such term, but any such waiver shall be effective only if in writing signed by the party or parties against which such waiver is to be asserted. Except as otherwise provided herein, no failure or delay of any party in exercising any power or right under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other further exercise thereof or the exercise of any other right or power.

Section 15.13. Jurisdiction; Consent to Service of Process.

(a) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Missouri State court sitting in the County of Jackson or any Federal court of the United States of America sitting in the Western District of Missouri, and any appellate court from any such court, in any suit action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each party hereby irrevocably and unconditionally agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such Missouri State Court or, to the extent permitted by law, in such Federal court.

REPLACED BY § 48 OF ADDENDUM VII.

(b) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in Missouri State court sitting in the County of Jackson or any Federal court sitting in the Western District of Missouri. Each party hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court and further waives the right to object, with respect to such suit, action or proceeding, that such court does not have jurisdiction over such party.

(c) Each party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to this agreement, provided that such service shall be deemed to have been given only when actually received by such party. Nothing in this agreement shall affect the right of a party to serve process in another manner permitted by law.

Section 15.14. Waiver of Jury Trial. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this agreement.

Section 15.15. Consents. Whenever this agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in Section 15.13, with appropriate notice in accordance with Section 15.1 of this agreement.

Section 15.16. Master Signature Page. Each party agrees that it will execute the Master Signature Page that evidences such party's agreement to execute, become a party to and be bound by this agreement, which document in incorporated herein by this reference.

[The remainder of this page is intentionally left blank.]

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Important Notes – The following items must be closely followed:

- Send all PCS Communications Materials and Naming requests to the PCS Brand Development Team for review. Please utilize the Sprint Brand Approval site for all requests (see page 24 for details).
- Adhere to all guidelines referenced herein.
- Please contact the Sprint Legal Department for specific information on required legal review/approval processes and timelines. Comments from both PCS Brand Development and the Legal Department are two distinct sets of approvals that must be obtained from each on all communications materials.

Basic Masterbranding Guidelines

- PCS should never follow Sprint.
  - The only exception is the *domain* name www.sprintpcs.com.
- Make certain that the diamond Sprint Logo is prominent in the communication piece.
- When statements or claims occur with legal implication (claims, network, coverage, etc.) - PCS must be included.
- In copy, the company is Sprint and the product is PCS. Avoiding confusion with other Sprint Products (Long Distance, etc. should be your guide.)
  - As a Sprint customer...
  - Your PCS Service...
- Please reference revisions to trademark descriptions listed in Appendix A.
- Vertically align the left edge of the "S" in the Sprint Logo with the dominant text and graphic elements in every communications piece.
- The tag line (One Sprint. Many Solutions.) must be incorporated into all external consumer and business communications pieces and on internal materials when appropriate. The competency bar should be incorporated into all external business-to-business communications pieces. The tag line and competency bar should be featured with the Sprint Logo.

PCS Communications Guidelines

Sprint Logo Use and Orientation

Sprint Logo – The Sprint Logo is the core of our visual identity and must be reproduced using original art.

- Approved artwork is available to Sprint associates at http://brand.Artwork is also available for agencies at www/sprint.com/brand.
- The Sprint Logo should never be used as part of a business unit name. The logo should never appear as part of a sentence.
- The Sprint Diamond Logo should always include the trademark notation (®) on the first *and* most prominent mention of all printed materials except stationery, business card and signs.

Sprint Logo Color – The preferred color version of the Sprint Logo should be used whenever possible. However, there will be times when this will not be possible, in which case the options below can be used.

- **Preferred Color Version** - The preferred color version of the Sprint Logo is Sprint Red for the diamond and Sprint Gray for the logotype.A white background is preferred.
- **Alternative Color Version on a Sprint Gray Background** - When the logo is placed on a Sprint Gray background, you may use a Sprint Red diamond with the logotype in white (Black is not approved for use as a background color).
- **One-Color Versions** - When a two-color Sprint Logo is not possible, Sprint Gray is the preferred one-color alternative. When you're concerned about the proper reproduction of Sprint Gray, print the Sprint Logo in black.
- **Reverse Version on a Sprint Red Background** - When placed on a Sprint Red background, reverse the logo out to white.

Minimum Size – The minimum size for the Sprint Logo is one inch (6 picas) measured horizontally.

Staging Area – The staging area is a clear, uncluttered space that surrounds the Sprint Logo. The minimum staging area is equal to the full height of the Sprint Diamond.

- No patterns or graphics are permitted behind the visual identifiers or within the staging area.

Logo Placement – The Sprint Logo must be placed in the top or bottom 20% of any printed communication. Orientation in the left side of any communications piece is preferred to allow for vertical alignment.

Alignment

- **Vertical alignment** – Vertical alignment with the Sprint Logo is the key design feature of any printed Sprint communication.Align the dominant text and graphic elements with the left edge of the "S" in the Sprint Logotype.
- **Horizontal alignment** – The Sprint tag line and competency bar, as well as minor graphic elements such as Web address, toll-free number, page number or date may be aligned horizontally with the baseline of the logo. Dominant graphic elements and product or service theme lines may not.

Tag Line and Competency Bar – The Sprint tag line and competency bar lock-up are intended to build awareness of Sprint as an integrated communications company providing multiple products and services. The minimum staging area of 1X the height of the Sprint diamond must be observed with the competency bar and the tag line.

- **Competency Bar**
  - Only use the competency bar in external business-to-business communications.
  - Four variations of the competency bar are available. Only the horizontal option and vertical option may be used on advertising and two alternative stacked options may only be used in situations when a brochure or collateral cannot accommodate the horizontal or vertical arrangement.

1. **Horizontal Option:**

2. **Vertical Option:**

Alternative stacked options for use on the top of the piece (used only when space doesn't allow for either of the preferred options.)

3. **Alternative Option 1:**

4. **Alternative Option 2:**

- **Tag Line:** Represents the intent of our business strategy. The tag line should be used on all external communications (including advertising, brochures, collateral, bill inserts, direct mail, outdoor advertising, prepaid cards, television and Web) and on internal communications as appropriate.

Horizontal Option:

Vertical Option:

Core Design Elements

Color

- **Primary Color Palette** – Sprint Red, Sprint Gray and white are closely associated with the Sprint Brand and should dominate every piece. White space is crucial to reducing clutter on communications and ensuring the integrity of key branding elements such as the Sprint Logo.
  - Sprint Red and white must be used in the correct proportions:

- At least 30% of each piece must be reserved for white space, the remaining 70% for content
- The maximum proportion of Sprint Red to white is 50%

- Sprint Gray may be used in tints of 20%, 40%, 60% and 80%. Sprint Gray must appear on all communications; there is not a single proportion that covers its use. As the tints of Sprint Gray become lighter, they can be used in greater volume.

- **Secondary Color Palette** – The secondary color palette must be used only for accent and in the correct proportions. This palette exists solely to support the primary palette and should never be used for type or as a large field of background color. In layout, secondary colors must be no more than ¼ the amount of Sprint Red. The following colors are included in the secondary color palette:

  - **Sprint Green – PANTONE 383C**
  - **Sprint Yellow – PANTONE 130C**
  - **Sprint Orange – PANTONE 158C**
  - **Sprint Violet – PANTONE 254C**
  - **Sprint Purple – PANTONE 2617C**
  - **Sprint Silver – PANTONE 877C**
  - **Black – For Text Only**

Typography

- Univers and Garamond are the only two approved Sprint typefaces. These font styles were selected for readability and compatibility with the Sprint Logo.

  For all communications, please follow these rules:

  - Set type in upper and lower case.
  - Align type flush left and ragged right.
  - Set type only in Sprint Red, Sprint Gray, black or white.
  - Avoid the use of all capital letters.
  - Never distort typefaces or add effects.

- **Univers** – Univers is for display text (headlines, banners, etc.), short body copy and when a call-to-action is positioned close to the Sprint Logo. Approved Univers typefaces include:

  - Light(45), Regular(55), **Bold (65), Black(75)**
  - Univers Oblique Italic -
  - Univers Condensed - Condensed Light(47), Condensed Regular(57), **Condensed Bold(67)**
  - Univers Condensed Oblique -

- **Garamond** – Garamond Book may be used only for body copy. No other weights should be used. Garamond Book Italic and **Bold** should only be used to emphasize an occasional word or phrase within text.

Imagery – Imagery should be completely clear and in focus. Lifestyle images are preferred over "talking head" shots. Please visit the Image Library for all Brand approved imagery

URL: http://imagelibrary.sprint.com

- **Photography** – These guidelines will guide decisions when choosing imagery.

  Images should:
  - Support the message.
  - Be high quality – professionally cropped or retouched.
  - Reflect a benefit associated with the message.
  - Not be obvious or over-used.
  - Relate to the target market and convey positive, uplifting messages.
  - If the image displays identifiable use of property owned by someone else, written permission for use must be obtained and provided to Sprint Legal Counsel.
  - Support the key concepts of the Sprint Brand Spirit: *pioneering, genuine and clarity*.

- **Illustrations** – In certain applications, illustrations may be more effective than photography of text. Adhere to the following for all illustrations:
  - Only line illustrations may be used.
  - Illustrations may be reproduced only in Sprint Red, Sprint Gray or reversed out to white from one of these two colors.
  - All art must be reviewed and approved by PCS Brand Development.

Illustrations/Cartoons

- PCS Brand Development and the Sprint Legal Department must review any illustrations or animation not previously approved. This includes anything posted on sprintpcs.com or direct mail via email.

Tonality/Personality

- Never communicate or show anything that could be perceived as negative, inappropriate, controversial or as making fun of the target.
- Never use the Sprint name as a verb, as in "Sprint ahead!"
- Never use the Sprint name as an unrelated noun, as in "the final Sprint!"
- Avoid using Sprint in the possessive, as in "Sprint's Brand Spirit."

Phone Usage

- Any wireless phone shown must be a PCS Phone from Sprint.
- A PCS Phone can never appear in a situation where it cannot/should not be used, such as underwater, while driving a car without a "hands free" device, airplane, remote locations, elevators or any other locations where we don't have service.
- Phone must always be upright when shown (no horizontal shots) and never distorted proportion.
- Do not combine portions of one or more phones to create a "montage" phone image to represent more than one phone in creative.

- Phone image must always include the appropriate & applicable powerbar and appear "powered on" with signal strength displayed at full strength.
- All phone screens should display clear, brand approved screen captures based on the Vision capabilities of select PCS Phones. See your brand contact for approval of screen shots.
- A PCS Phone should always appear in creative when offering PCS Products or Services in order differentiate for customers.
- Do not use a PCS Phone as a character or combine it with graphics that give it a personality or present the phone in an action not associated with its actual function, such as a phone flying through the air.

Phone Manufacturer Branding Guidelines

- The Sprint Diamond visual identifier should always have the most prominent placement on the phone/device.
- The Sprint Diamond visual identifier should always appear in larger font size than the manufacturer's name.

Website Standards

In addition to adhering to Brand standards, all website communications must also follow website standards specific to the online medium. Website standards help ensure a consistent, satisfying experience for our customers and strengthen our Brand presence online. They address areas including:

- Navigation
- Design Elements
- Typography
- Writing

Internal employees and external vendors can access website standards at:

http://www.sprint.com/brand/pcswebstandards

User name: BRAND Password: brand135

Contacts/Information

Website Marketing Communications must approve all projects that impact the presentation layer of websites. A WMC staff listing can be found on Connected at Departments > Marketing > PCS Website Governance > Website Marketing Communications.

To be added to a distribution list to receive notification of website standards updates, please send your request to pcswebsitegovernance@sprintspectrum.com.

PCS Vision™

The Mantra

The PCS Mantra is a tool that provides a basis for messaging consistency across the sales and communication processes. It defines why we are different and better than the competition. Key mantra messages should be incorporated into all communications.

Mantra – PCS Division of Sprint

Sprint is different. All your services work the same wherever you go on the most complete, all-digital wireless network in the nation.

- **Clarity** - It's clarity you can see and hear. The world's best. Try it!
- **Vision** - Do more than make a phone call. It's easy to use the PCS Full-Color Screen.
- **Coverage** - Our network covers more than any other advanced services wireless network reaching more than 240 million people.
- **Value** - We have a special offer for you today!
- **Close** - Easy to buy right now.

PCS Advantages

Clarity

Clarity you can see and hear.

- The world's clearest calls.
  - Crystal-clear calls comparable to your home phone.
  - Try making a call.
- Full-color visuals just like your home computer.
  - Try PCS Vision today.

Vision

Do more than make a phone call.

- Look at the difference PCS Full-Color Screens make.
  - Familiar graphics just like your computer.
  - Stay in touch with your on-line world by sending and receiving email and Instant Messages.
  - Take digital pictures and send them to PCS Phones or computers.
  - Have fun with popular games like Moto GP, Space Invaders, Tetris and Pac Man.
  - Customizable screen savers and ringers so you know who's calling.
- Be more productive...get more done with access to your company email.
  - Always-on internet access so your email comes instantly.
  - Data moves about twice as fast as a dial-up modem at home.

Coverage

The most complete, all-digital wireless network in the nation.

- All your services work the same wherever you go on the network.
- Sprint offers you more advanced services in more places than any other wireless carrier. With PCS Vision℠ - get Picture Mail,℠ email, personalized ringers and screen savers, games and web access.
- With PCS Free & Clear America, enjoy all the benefits of the Sprint Nationwide PCS Network, plus no additional charges for roaming and long distance.
- We cover more people (240 million) and more square miles nationwide than any other digital network. That's 100 of the top cities in 49 states, and it's 100% digital and 100% PCS.

Value

We have a special offer that is right for you.

- Easy to understand service plans and phones for every budget.
- The coolest, most advanced phones...many with Full-Color PCS Vision screens. Plus, we have the widest selection you'll find anywhere.

Close

Easy to buy right now.

- Take advantage of special savings for a limited time today!
- Satisfaction guaranteed...14 day money-back promise.

PCS Vision Application Descriptions

Primary Application Descriptions:

- **Picture Mail℠**

Built in camera version:

Short: Take digital pictures with a PCS Vision Picture Phone with built-in camera and send them to email addresses or to other PCS Vision Phones.

Long: Take digital pictures with a PCS Vision Picture Phone with built-in camera and send them to email addresses or other PCS Vision Phones anytime, anywhere on the enhanced Sprint Nationwide PCS Network. Imagine shooting and sending pictures to friends and family across the country - instantly.

PCS Vision Camera version:

Short: Take digital pictures with an attachable PCS Vision Camera and send them to email addresses or other PCS Vision Phones.

Long: Take digital pictures with an attachable PCS Vision Camera and send them to email addresses or other PCS Vision Phones anytime, anywhere on the enhanced Sprint Nationwide PCS Network. Imagine shooting and sending pictures to friends and family across the country - instantly.

- **PCS Ready Link℠**

  Short: Enjoy quick, two-way, "walkie-talkie-style" communication.

  Long: Enjoy quick, two-way, "walkie-talkie-style" communication - across the enhanced Sprint Nationwide PCS Network.

- **Web**

  Short: Experience full-color graphic versions of popular Web sites from select PCS Phones.

  Long: With PCS Vision, you will be able to browse full-color graphic versions of popular Web sites, making it easier than ever to stay informed while on the go. Follow sports scores and breaking news and weather and shop from select PCS Phones.

- **Messaging**

  Short: Send and receive emails and text messages, or chat on select PCS Phones.

  Long: Now you can send and receive email and text messages, as well as chat on select PCS Phones. With chat, you can have a conversation without talking. Join in a Web-based chat room to exchange information on a specific topic or read conversations that others have posted - even launch a one-on-one chat for a more in-depth conversation

- **Games**

  Short: Play exciting games with full-color graphics, sound and vibration on select PCS Phones.

  Long: Play exciting games with full-color graphics, sound and vibration on select PCS Phones. Play popular games from categories like retro, action, card, adventure, casino, sports, puzzles, classics and more.

- **Ringers**

  Short: Personalize select PCS Phones by downloading and assigning different ringers to numbers in your address book.

  Long: Personalize select PCS Phones by downloading unique ringers and assigning them to numbers in your address book so you'll know who's calling by the sound of the ring or style of the animation.

- **Screen Savers**

  Short: Download unique images to use as screen savers - or make it easy to tell who's calling by assigning specific images to numbers in your address book on select PCS Phones.

  Long: Download unique images to use as screen savers - or make it easy to tell who's calling by assigning specific images to numbers in your address book on select PCS Phones.

- **PCS Business Connection℠**

  Short: Secure, real-time access to your Microsoft® Outlook® or Lotus Notes® company email, calendar, business directory and personal contacts - all on select PCS Phones.

  Long: Secure, real-time access to your Microsoft® Outlook® or Lotus Notes® company email, calendar, business directory and personal contacts - all on select PCS Phones. You'll have the features and functions of your Microsoft Outlook and Lotus Notes so you can view, create, reply to and delete email; schedule appointments; and look up phone numbers in real time, anywhere on the enhanced Sprint Nationwide PCS Network.

- **Digital Imaging for Business**

  Short: Quickly and cost-effectively capture, manage, store and distribute images to co-workers and clients with the latest wireless digital imaging technology.

  Long: Take advantage of a faster, more cost-effective way to capture, manage, store and distribute images to co-workers and clients on the enhanced Sprint Nationwide PCS Network with the latest wireless digital imaging technology.

- **Voice** **Note: The voice icon/application description should not be included with the other Icons/application descriptions.**

  Short: Make crystal-clear calls to anywhere from anywhere in the United States on the enhanced Sprint Nationwide PCS Network.

Secondary Application Descriptions:

- **Bookmarks**

  Mark your favorite Web pages for future reference and quick access.

- **Chat**

  Join graphically enhanced chat rooms and discuss your favorite topics in real time.

- **Entertainment**

  Get the latest buzz on your favorite stars as well as movie and music reviews at Web sites like E! Online, Pocket BoxOffice™ and TastNtalk.

- **Finance**

  Use Web sites like Bloomberg, Fidelity and Forbes to get stock quotes, make trades and check your bank account online.

- **Help**

  Access PCS Customer Solutions for assistance anytime, anywhere on the enhanced Sprint Nationwide PCS Network.

- **Home**

  Get quick, easy access to your favorite PCS Vision services from this convenient starting page.

- **My Account**

  Check minutes and PCS Vision usage, view your current invoice or make a payment.

- **My Content Manager**

  Store downloaded content and applications, such as games, ringers, screen savers, horoscopes and weather information for quick and easy access.

- **Music**

  Listen to music clips from your favorite artists on the Warner Music Group's Web site.

- **News**

  Get up-to-the-minute news regarding finance, business, sports and entertainment at sites like CNN, Bloomberg, USA Today and Forbes.

- **PCS Full-Color Screen**

  View everything in vivid color on your PCS Vision Phone's Full-Color Screen.

- **Search**

  Use Google to search keywords, articles - even images.

- **Shopping**

  Browse or purchase from popular shopping Web sites like Amazon.com or Edmunds.

- **Sports**

  Enjoy current news, statistics and sports scores, as well as updates of events in progress at ESPN.com and other sports sites.

- **Tools**

  Use tools like Switchboard to access yellow pages, white pages - even reverse phone number look-up or use Google to search for other Web sites or images.

- **Travel**

  Access flight information and make dining arrangements from travel Web sites like Saber and Fodors.

- **Weather**

  Access The Weather Channel to get current weather conditions and forecasts.

Standard Application Order - There is an approved standard order for PCS Vision Services featured in communications. Please see below for the business and consumer preferred order of listing.

- **Mass Markets**
  1. Picture Mail
  2. Messaging
  3. Games
  4. Ringers
  5. Screen Savers
  6. Web
  7. PCS Business Connection

- **Business Influencer**
  1. PCS Business Connection
  2. Web
  3. Picture Mail
  4. Messaging
  5. Ringers
  6. Screen Savers

Picture Mail℠

Picture Mail℠. Use a service mark following the first AND most prominent mentions of the name in every communications piece.

Picture Mail Theme Line: Share it when it happens.

Example of use: Share it when it happens with Picture Mail from Sprint OR Picture Mail from Sprint. Share it when it happens.

Important Note: When using the Picture Mail theme line in conjunction with offers or messaging for the Sanyo 8100, the theme line should be modified to read, "Share it when it happens with Picture Mail that talks from Sprint." The 8100's ability to attach a voice clip to a picture gives us a key differentiator when messaging Picture Mail with this phone. Future phone models that offer the voice clip feature will also use the theme line that references "that talks."

Picture Mail Messaging:

This messaging statement does not replace the short and long application descriptions and should be used as general background for copy relative to Picture Mail.

Picture Mail from Sprint makes sharing pictures with friends and family easier – and more enjoyable. Using a PCS Vision Picture Phone with a built-in camera, you can take full-color, digital pictures. Then either store the pictures or send them instantly from your PCS Phone anytime, anywhere on the enhanced Sprint Nationwide PCS Network.

Application Descriptions for Picture Mail:

Built-in camera version:

Short: Take digital pictures with a built-in camera and send them to email addresses or to other PCS Vision Phones.

Long: Take digital pictures with a PCS Vision Picture Phone with built-in camera and send them to email addresses or other PCS Vision Phones anytime, anywhere on the enhanced Sprint Nationwide PCS Network. Imagine shooting and sending pictures to friends and family across the country – instantly.

Attachable camera version:

Short: Take digital pictures with an attachable PCS Vision Camera and send them to email addresses or to other PCS Vision Phones.

Long: Take digital pictures with an attachable PCS Vision Camera and send them to email addresses or other PCS Vision Phones anytime, anywhere on the enhanced Sprint Nationwide PCS Network. Imagine shooting and sending pictures to friends and family across the country – instantly.

Picture Mail Features:

Picture Mail Wallet:

Easily store your moments with the Picture Mail Wallet that resides on your PCS Phone. Pictures saved in your Picture Mail Wallet are easily accessible. They can be:

- Assigned to names in your internal Phone Book
- Assigned to all incoming calls
- Downloaded as screen savers

Share Pictures:

Just as easily as you can store and manage your pictures, you can instantly share them in two ways with up to ten people at a time.

- **Send pictures to other PCS Vision Phones.**
  Using PCS Phone Numbers, you can send pictures to other PCS Vision Phones across the enhanced Sprint Nationwide PCS Network.
- **Send pictures to email addresses.**
  You can also send pictures from your PCS Phone or the Picture Mail website to friends' and families' home or business email addresses. It couldn't be more convenient.

Picture Mail Website:

The Picture Mail Website at www.picturemail.sprintpcs.com provides an ideal place to store and manage your digital pictures. You can:

- Send pictures to other email addresses
- Create and customize photo albums
- Use advanced tools to lighten, darken and crop your pictures as well as add text, comic bubbles and antique and cartoon effects.

Caller ID Feature:
Picture Mail gives your phone's Caller ID personality. Rather than just have a number appear when someone calls, you can have his or her portrait - or any picture you take with Picture Mail appear.

Screen Saver Feature:
Picture Mail offers the ability to download pictures as Screen Savers. From your Picture Mail Wallet, simply scroll to the desired picture and select it to be displayed as your phone's screen saver.

The PCS Difference:

Lead with an emphasis explaining our point of difference. That difference is clarity you can see and hear. It is now a visual experience. This is where our communications can capture the emotional impact of advanced multimedia services.

In point of sale pieces and other collateral, we also want to emphasize the Sprint **Nationwide** Difference. One of the key differences between PCS Vision from Sprint and competitors' 3G offerings is that PCS Vision allows users to enjoy advanced multimedia services on a **nationwide basis** anywhere they are on the enhanced Sprint Nationwide PCS Network.

Network Copy

- **Reason to believe** - The upgrade of the enhanced Sprint Nationwide PCS Network provides customers with the reason to believe in our new products. It is simply the foundation of PCS Vision – it is not the main thing we are selling.
- **Descriptive Terms for the Network** - Please be clear and consistent with the descriptive terms used around the "network" and "services." Please keep the following guidelines in mind:
  - Use the word "enhanced" to describe the "network."
  - Use the word "advanced" to describe "multimedia services" or simply "services."

  Correct:

  Experience advanced multimedia services on the enhanced Sprint Nationwide PCS Network.

  Incorrect:

  Experience the advanced Sprint Nationwide PCS Network.

- **Using the Term Third Generation**
  - Consumer messaging **should not** reference the term Third Generation.
  - Business messaging can use the term Third Generation. Following the first reference of the Third Generation, subsequent mentions can simply be 3G.

Examples of Mantra Points in Copy:

3G Benefit Statement:

PCS Vision brings you clarity you can see and hear, with advanced multimedia services like email, pictures and games that are easy to learn and use. All this plus the voice clarity you've come to expect.

3G Extended Benefit Statement:

PCS Vision brings you clarity you can see and hear with advanced multimedia services like email, pictures and games that are easy to learn and use. This rich, colorful graphic experience will be comparable to your home or office computer, anywhere on the enhanced Sprint Nationwide PCS Network. All this plus the voice clarity you've come to expect. Clearly, it's a whole new way to look at wireless.

PCS Coverage Claims:

The coverage claim is a fundamental element that increases the share of purchase decisions and should be incorporated into all communications. Please refer to the Network Line Usage Matrix for complete situational usage for network positioning.

Consumer: With Sprint, all your services work the same wherever you go on the most complete, all-digital wireless network in the nation.

Business: Get more done faster, in more places nationwide on the most complete, all-digital wireless network in the nation. Sprint offers high speed wireless data access – Fast, secure access to critical business information and applications anywhere on the network.

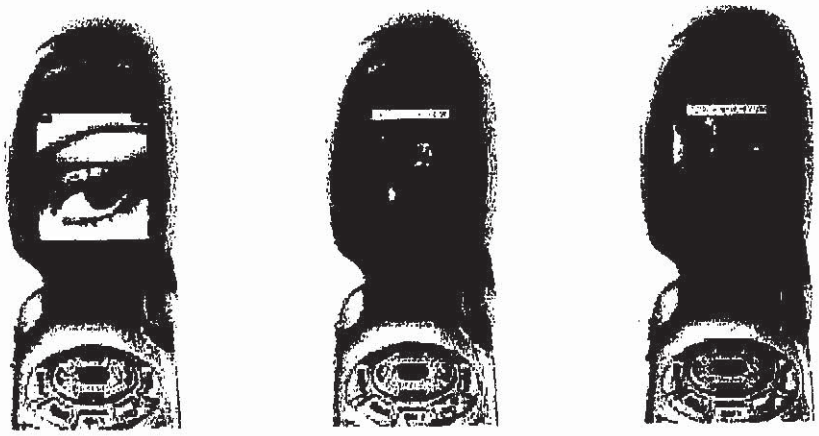
Approved Screen Images

All PCS Vision Phones must show a PCS Vision application depending on the featured functionality.

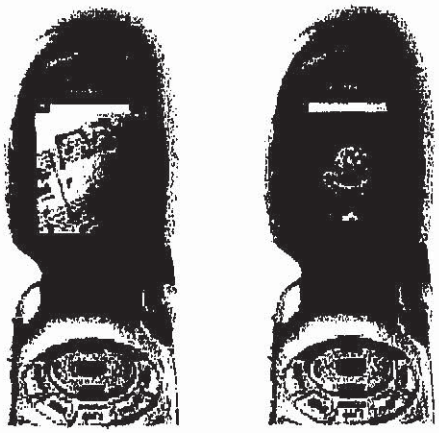
PCS Phones as Hero Images for overall PCS Vision messaging:

*** All Screen Images must be approved for use by Legal, Brand and the Vendor. ***

Hero Images

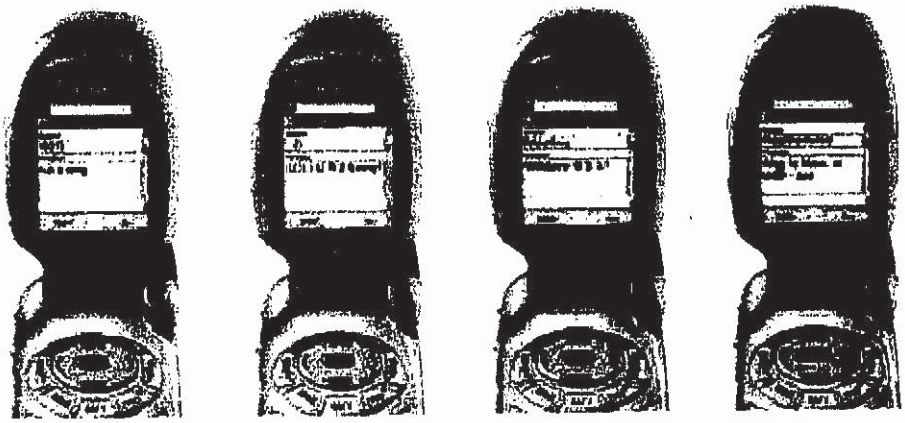


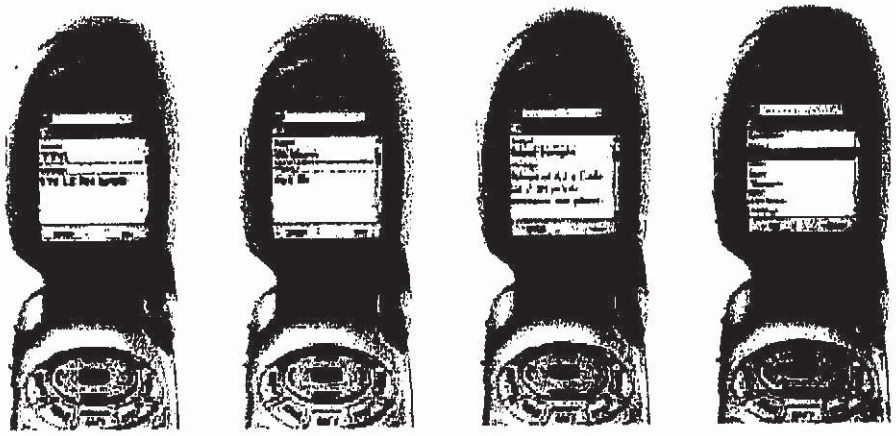
Ringers



Screen Savers

Messaging

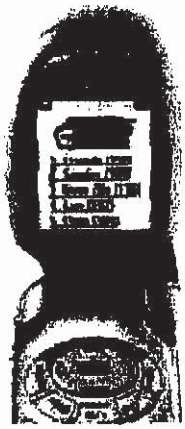




Short Mail

Messaging

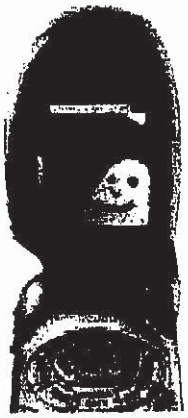
Wireless Chat



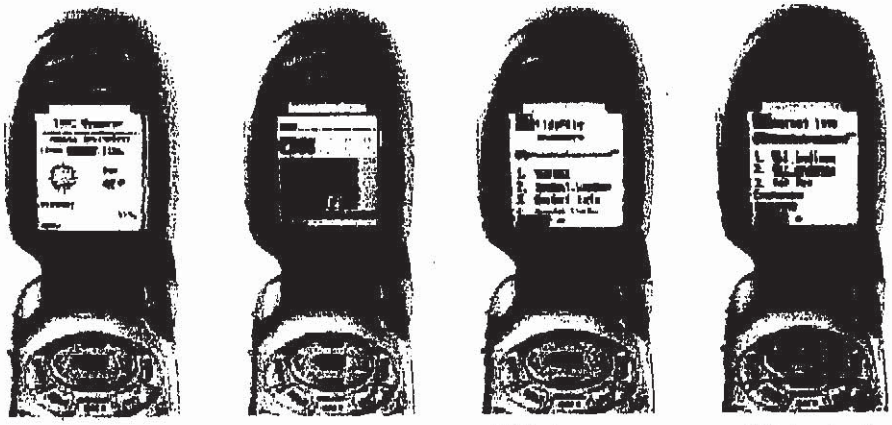
Wireless Chat

Wireless Chat

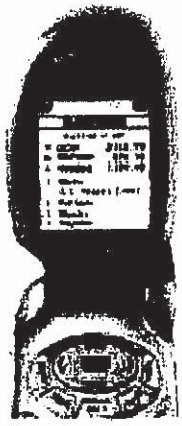
Picture Mail℠



Web



The Weather Channel | CNN | Fidelity Investments | Fidelity Investments

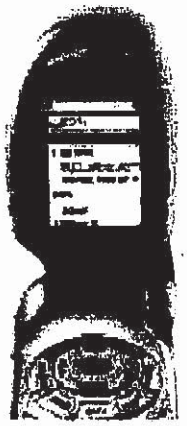


Bloomberg

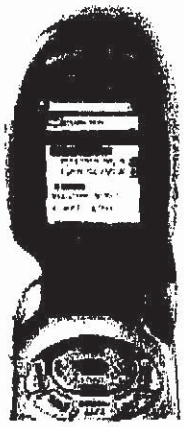
E! Online

E! Online

E! Online

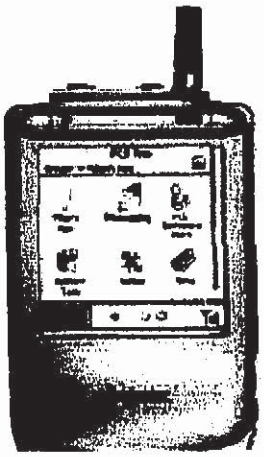


ESPN



ESPN

ESPN

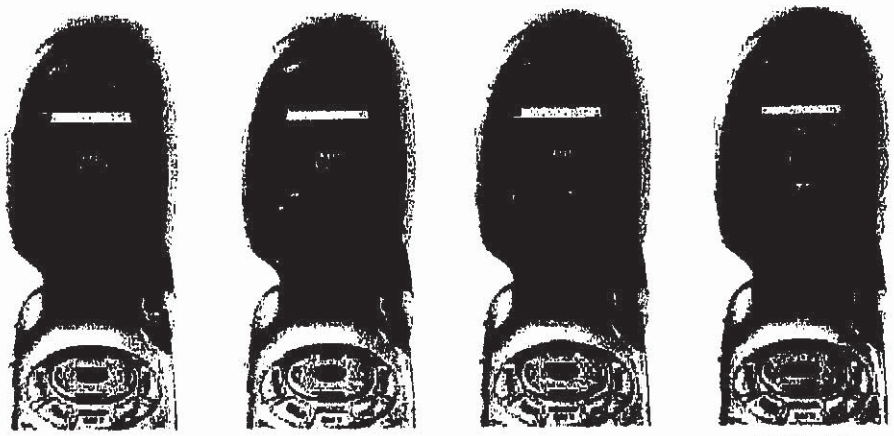


Games

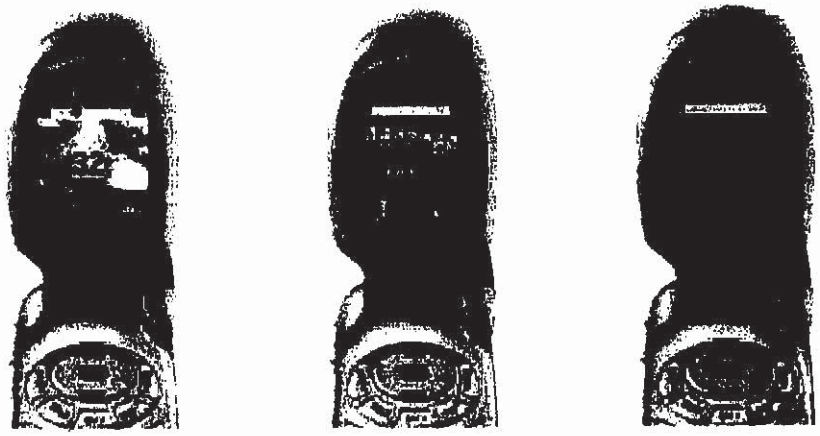
Mforma Mobile Racing

Moto GP

FOX Football

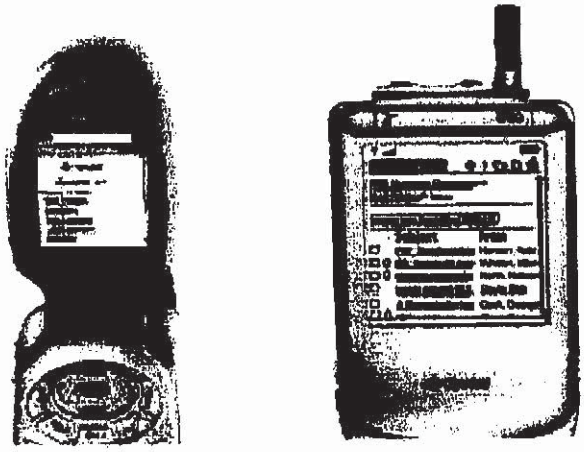


FOX Football FOX Football FOX Football FOX Football



PocketBoxOffice Bubble Blast JAMDAT Solitaire Ms. PacMan

PCS Business Connection™



PCS Vision Iconography

- The icons included in this palette are visual representations of advanced multimedia services and features offered as a part of PCS Vision and are the only approved icons.
- Any variation of an icon from the approved palette must be approved by PCS Brand Development.
- When featuring a PCS Vision Service, use of the corresponding icon is preferred. For example, if Games is the featured service, the Games icon should be incorporated. Consistent use of icons will drive awareness and provide clarity.
- Icon should appear in the standard order listed below dependent upon the audience (i.e. mass market or business). The order is:

Mass Market	Business
1. Picture Mail℠	1. PCS Business Connection℠
2. Messaging	2. Web
3. Games	3. Picture Mail℠
4. Ringers	4. Messaging
5. Screen Savers	5. Ringers
6. Web	6. Screen Savers
7. PCS Business Connection℠	

- Icons are available in two formats: the icon alone and the icon with name.

  There are two approved layouts for the icon with name format.

Below and centered: Right and centered:

- It's preferred that the name be used with the icon until otherwise instructed – minimum of 6 months post launch.
- Icons cannot replace the Sprint Diamond Logo. The diamond logo must also be incorporated prominently somewhere on the piece.
- The voice icon **should not** be listed with other PCS Vision icons because it is not considered part of the PCS Vision offering. It's preferred that the icon and name appear clearly separated from other icons under a header of, "And as always . . ."

  Example:

  And as always...

  Make crystal-clear calls to anywhere in the U.S. from anywhere on the enhanced Sprint Nationwide PCS Network.

For more information regarding the PCS Vision Iconography Palette, please refer to the PCS Vision Iconography Guidelines. A soft copy is available on:

- Connected at: **Company/Strategy > Brand > Branding Resources & Logos**
- **Marketing Communications Shared Drive** at Departments > Advertising & Brand Development > Brand Resources > Iconography

New Products/Services Naming Procedure

Naming Overview

Our primary goal when naming PCS Products and Services is to link Sprint with words describing our capabilities that also communicate a basic function and/or a key feature of a specific customer benefit.

PCS Brand Development will recommend straightforward and descriptive names that offer each of the following:

- Immediate distinction, recognition and competitive differentiation.
- Simple language to define the product or service.
- Reinforcement of our clarity positioning.
- Enhancement of equity in Sprint and PCS Name.

If a new name is appropriate, the vast majority of our product and service names begin with the PCS core name followed by a descriptive word or term.

Our primary goal is to link PCS with words describing our capabilities that also communicate a basic function, key feature or specific customer benefit - particularly those that enhance perceptions of PCS and support our positioning.

Core Name + Descriptive Term

Example: PCS + Voice Command℠

The products or services we offer rarely warrant an entirely new proprietary name. Products and services that will be **highly visible** within the full range of PCS Offerings and will receive **significant marketing support** warrant consideration of a proprietary name.

To that end, there are only two naming alternatives for any PCS Product or Service. Each option has communications benefits, limitations and implications.

- PCS + Straightforward Descriptive Name (Example: PCS Referral Program)
- PCS + Proprietary Descriptive Name (Example: PCS Vision)

"Coined" (made up or slang) names do not fit with Sprint Naming Standards and should never be created.

PCS Phone Naming Convention

Background:

These guidelines reflect the new phone naming architecture as of 11/13/03. Handsets named from this point forward will follow this new naming architecture. Handsets named prior to 11/13/03, including those named with an interim naming architecture from 6/30/03 - 10/1/03, will keep their existing phone name. Refer to list of interim phone names and phone names created by this new naming convention.

SEBU/Brand will generate all phones names. Exceptions to these guidelines must be approved by Brand Development prior to using.

Primary Naming Architecture:

PCS + Phone Type + Alpha ID by marketable functionality + Numeric/Alpha ID chosen by manufacturer + by manufacturer brand

Example:

PCS Vision Ready Link Phone RL-7300 by Sanyo

PCS	*Vision Ready Link Phone*	*RL*	*7300*	*by Sanyo*
Brand name	Phone type	Alpha ID by marketable functionality	Numeric ID chosen by manufacturer (3-5 digit/alpha)	Manufacturer brand

Brand Identifier
PCS is always the brand identifier for our phones.

Phone Types
All phones will fit under a designated phone category:

- PCS Voice Phone (voice-only phone)
- PCS Vision Phone (basic Vision, e.g. no picture)
- PCS Vision Ready Link (all Ready Link phones)
- PCS Vision Picture Phone (all Picture Mail capable)
- PCS Vision Video Phone (all :15 video clip capture and share capable phones)
- PCS Vision Multimedia Phone (phones with streaming audio and video)
- PCS Vision Smart Device (all handsets with PDA functionality)
- PCS Connection Card™ (all PCS Connection Cards)

Alpha ID Designation

The Alpha ID in each phone name will designate the chosen marketable functionality of that phone. The marketable functionality is designated by SEBU and Brand Development.

Marketable Functionality	Alpha Identifier
Voice	V
Vision	VI
Ready Link	RL
Picture Mail	PM
Video Mail	VM
Multimedia	MM
Smart Device - Palm or Pocket PC operating system	PLM or PPC
PCS Connection Card	CC

Dash

A dash separates the alpha identifier and the manufacturer-chosen numeric identifier.

Numeric Identifier

The manufacturer will designate the numeric identifier for each phone. This identifier can be a combination of numbers and letters up to five characters long, e.g. a660 or 3588i. SEBU will work with the manufacturers to designate this portion of the phone name.

Manufacturer Identifier

Most phones will carry the manufacturer identifier, e.g. by Sanyo. Occasionally Sprint will market phones by lesser-known handset partners and will choose to designate "by Sprint" as the manufacturer. SEBU will designate phones that will carry the "by Sprint" manufacturer identifier.

Full and Shortened Name Usage:

The full phone name must be used on first and most prominent mention and when it accompanies a phone visual, even if the full name has been used in the first and most prominent mention.

Once the full phone name has been clearly communicated as stated above, the shortened name version is acceptable to use on all subsequent mentions. Brand must approve any exceptions to this guideline. The approved shortened name architecture is:

Alpha ID + Numeric ID + by manufacturer brand

Ex:

RL-7300 by Sanyo®

VM4500 by Sanyo®

Treo 600 by Handspring®

This guideline applies to phones named using the interim naming strategy and the new handset using the new naming convention. Phones named previous to interim strategy should maintain current structure when using the shortened name.

Ex:

Sanyo® 8100

Samsung® A500

Interim Phone Name List:

Device	Alpha-numeric	Manufacturer
PCS Vision Picture Phone	VGA1000	by Samsung®
PCS Vision Ready Link Phone	RL2500	by Sanyo®
PCS Vision Ready Link Phone	RL2000	by Sanyo®
PCS Vision Video Phone	VM4500	by Sanyo®
PCS Vision Video Phone	VM4050	by Toshiba®
PCS Voice Phone	3588i	by Nokia®
PCS Vision Phone	VI660	by Samsung®
PCS Vision Phone	VI600	
PCS Vision Smart Device	Treo™ 600	by Handspring®
PCS Vision Smart Device	PPC5050	

There will be exceptions given when using the interim names listed in the grid above. For example:

- On phone packaging for interim phones, the manufacturer given numeric code will be used as well as the Sprint branded name. The Sprint name will be the most prominent.
- Usage of the Sprint branded name in accessory packaging is preferred when:
  - The accessory is compatible with several phones
  - Space limitations do not allow for the usage of both Sprint name and manufacturer name

New Devices

Device	Alpha-numeric	Manufacturer
PCS Vision Ready Link Phone	RL - 7300	by Sanyo®

PCS Vision Camera Naming Convention

There is currently one proprietary PCS Vision Camera. This camera is referred to as the PCS Vision Camera and is compatible only with the following PCS Vision Phones: Samsung A500 and Samsung N400.

PCS Connection Card™ Naming Convention

Within the naming convention for PCS Connection Cards, PCS is followed by the product's descriptive name and then by the manufacturer and model number (in order to distinguish and leverage manufacturer equity). For example:

PCS + Descriptive Name + Manufacturer Name + Model Number

Example: PCS Connection Card™ by Sierra Wireless (AirCard 550)

This naming convention should allow you the flexibility you need to accommodate multiple card vendors as they begin producing product.

PCS Connection Cards:

PCS Connection Card™ by AirPrime™ (PC 3200)

PCS Connection Card™ by Sierra Wireless (AirCard® 550)

PCS Connection Card™ by Novatel Wireless™ (Merlin C201™)

PCS Connection Card™ (CF 2031)

PCS Brand Reviews

Branding is recognized as a vital function of our organization to ensure consistent messages and presentation of personality and thus all communications are subject to branding (and legal) review prior to production.

Brand Approval Tool

- All requests for Brand approval or Naming inquiries must go through the Brand Approval Tool. To use the tool, you must first obtain a password for Livelink Apps through Wisdom (simply type Wisdom in the address bar of your browser or use the link: http://wisdom.corp.sprint.com/livelink/llisapi.dll?func=LL.getlogin&NextURL=%2Flivelink%2Fllisapi%2Edll%3FRedirect%3D1

  Follow the instructions and an automatically generated password will be sent to your email address (if you wish to customize your password, this can also be done in Wisdom).

  Once you have your password, go to the brand site (simply type Brand in your address bar of your browser or use the link: http://brand:brand135@www.sprint.com/brand/index.html), log on with your user name and password. You must fill out the request form complete in order for your request to be accepted.

  a. Tip: When uploading an attachment to the site, please make sure each attachment has a unique name (provide in the name field).
  b. Tip: When uploading revisions, rename your revisions.
  c. Tip: File size limitation is 7MB for submission uploading (single file).
  d. If file name has a percentage symbol (%) followed or proceeded by 20 or 80, file will not upload properly.

- **Timelines**
  - Involve branding in concept stage to avoid last-minute creative changes.
  - Allow two (2) business days for branding review for normal requests (flyer, direct mail piece, radio scripts). For larger-scale projects, which require a more detailed review, 5-10 days are required. Allow additional time for lengthy documents as well (manuals, Web site, etc.)

- **Brand Identity Standards Checklist** - Please visit the PCS Brand Development site on Connected for a brand approval form and checklist which must be filled out and submitted with each review.

- **Contacts/Information:**

  PCS Brand Development Group
  6130 Sprint Parkway, Building 10
  Overland Park, KS 66251
  Mailstop: KSOPHJ0102
  913.762.0803 (fax)
  Email may be forwarded to PCSbranddevelopment@sprintspectrum.com

PCS Brand Development Team:

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Appendix A -- PCS Protected Trademarks/Service Marks & Terminology

Attached is a list of PCS Protected Trademarks/Service Marks and terminology for use in various communications. Please use this list as a guideline so that all forms of communication are consistent in presenting products, services, features and associated vocabulary.

Trademarks/Service Marks

- When referring to proprietary PCS Services and Products in copy, the correct registration mark notation (superscript ®, ™ or ℠) must be noted in the **first *and* most prominent** presentation of the product or service. It is not necessary to trademark every mention thereafter.
- Never break product and service names between two lines.
- When using protected trademarked or service marked names in Hispanic materials, do not translate the name.
- In most instances, when PCS precedes a term, the term is treated as a proper noun with initial caps. Use initial caps following PCS when it is something of which Sprint can take ownership (i.e. PCS Service Area).

Registration, Trade and Service Marks

Sprint®

Sprint Store℠ (Service mark only appears in the logo, not in text)

My Wireless℠ by Sprint

PCS Accessory Hotline℠

PCS Ad Kit℠

PCS Add-a-Phone℠

PCS Business Connection℠ Personal Edition

PCS Business Connection℠ Enterprise Edition

PCS Business Solutions℠ Program

PCS Callback℠

PCS Clear Exchange℠ Program

PCS Clear Pay℠ Program

PCS Clear Pay℠ Program for Business

PCS Clear Wireless Workplace℠
PCS Contact Transfer™ Software
PCS Connection Card™
PCS Connection Kit™
PCS Connection Manager℠ Software
PCS Content Connection℠
PCS Corporate Dialer℠ Software
PCS Corporate Management℠ Plan
PCS Data Link℠
PCS Dialer℠ Software (must follow with Software)
PCS eBilling & Analysis℠
PCS Integrated Office℠
PCS My Downloads℠
PCS My Music℠
PCS Payment Card℠
PCS to PCS Calling℠
PCS Power Pack℠
PCS Preferred Corporate Care℠
PCS Productivity Packs℠
PCS Professional Pack℠
PCS Ready Link℠
PCS Referral℠ Program
PCS Ringers & More℠ (2G ONLY)
PCS Shared Minutes℠
PCS Technology Assurance℠ Program
PCS Total Wireless Access for Business℠
PCS Telemetry℠ Services
PCS Touchpoint™ Phone
PCS Vision℠
PCS Voice Command℠
PCS Wireless Web®
PCS Wireless Web Modem™ (Applies to Sierra Wireless® (Aircard 510))
PCS Your Business Links℠
Picture Mail℠
Sprint 50 at Home℠
Sprint Integrated Construction℠ Services
Sprint Project Connect℠
Sprint Sync℠ Services
Sprint Third Generation℠ Experience (Internally referred to as the Mobile Marketing Vehicle)
Sprint Business Connection℠ Managed Edition
Sprint Sites USA℠
Sprint Voice Command℠ for your Home Phone

PCS Terminology

NOTE: All accessories should be capped only in headlines and bulleted copy, not in body copy.

AC Adapter
AC Adapter Charger
Affiliate
AOL Instant Messenger℠ service (Buddy List® group - use the word "group" after "List" in first use)
Anytime Minutes
Battery (Slim, Standard, Extended, Vibrating, Smart)
CDMA technology (Code Division Multiple Access)
Call Forwarding
Call Waiting
Caller ID
Central Time (CT)
CIO Summit
Claire, your virtual service representative
Desktop charger
dual-band phone
earpiece
early termination fee
e-billing
e-commerce
email
GHz (gigahertz)
hand-held
hands-free listening
hands-free earbud
headset
headset adapter
Icon Application Names:
- Audio
- Business Links
- Digital Imaging for Business
- Games
- Messaging
  - Chat
  - Instant Messaging
- Music
- PCS Business Connection℠
- PCS Full-Color Screen
- Picture Mail℠

- Ringers
- Screen Savers
- Video
- Web
  - Bookmarks
  - Entertainment
  - Finance
  - Home
  - Help
  - Local
  - My Account
  - News
  - Portal
  - Search
  - Shopping
  - Site Map
  - Sports
  - Tools
  - Travel
  - Vault
  - Weather
- Voice

Internet
invoice (if following PCS, needs to be capitalized)
keypad
leather case
leather pouch
local calling area
Long Distance (when used as a PCS Offering)
long distance (when used as a noun)
long-distance (when used as a descriptor, i.e. long-distance calls or charges)
LiIon Battery (Lithium Ion)
MHz (megahertz)
Main menu
monthly recurring charge/MRC
NiCad Battery (Nickel Cadmium)
NiMH Battery (Nickel Metal Hydride)
Night & Weekend Minutes (tied to PCS Service Plan)
Off-Network Option (tied to PCS Service Plan)
Online Invoicing
PCS Accessory Pack
PCS Advantage Agreement

PCS Advantage Agreement for Business
PCS Authorized Payment Center
PCS Authorized Sales Agent
PCS Automatic Payment Stations (formerly referred to as PCS Automatic Payment Machine/ PCS Automatic Payment Centers)
PCS Business Account Support
PCS customer
PCS Customer Solutions (formerly referred to as PCS Customer Management Organization)
PCS Customer Solutions Contact Center (formerly referred to as PCS Customer Care Call Centers)
PCS Customer Solutions Specialists (formerly referred to as PCS Customer Care Advocates)
PCS Dealer Representative (SBDN Group)
PCS Directory Assistance
PCS Employee Purchase Agreement
PCS Equipment Replacement Program
PCS Free & Clear Plan
PCS Free & Clear Area-wide Plans with extended calling areas
PCS Free & Clear Plan for families
PCS Full-Color Screen
PCS Infrared Keyboard (for use only with the PCS Phones by Samsung (i330), Samsung (i300), Handspring (Treo 300) and Kyocera (6035)
PCS International Roaming
PCS Interactive Phone Tutorials
PCS Live Activation System
PCS Nationwide Volume Program
PCS Phone
PCS Phone Rewards Program
PCS Private Label Solutions
PCS Private Label Data Solutions
PCS Private Label Voice Solutions
PCS Browsing Solutions
PCS Data Access Solutions
PCS Gaming Attachment
PCS Keyboard Attachment
PCS Mail
PCS Messaging Solutions
PCS Representative
PCS Select Retailer
PCS Service Area
PCS Service Plan
PCS Short Mail
PCS Software Store
PCS Standardized Connection Kit

PCS Standardized Headsets
PCS Standardized Power Chargers
PCS Touch Screen Shopping Station
PCS (digital) technology
PCS Vision Web Pack (B-to-B product)
PCS Website
PCS Wi-Fi Access from Sprint
phone activation fee
Phone number (referring to the voice term for a subscriber's MIN)
power save mode
pre-owned
Premium Services (formerly referred to as BOBO)
recent call history list
ringtones
Roadside Rescue (*never* PCS Roadside Rescue)
roaming
Select wireless digital camera (referring to digital imaging for business cameras)
Smart Key(s)™
speakerphone
speed dial feature
Spending Limit Alert
Sprint Application Developers Program
Sprint Business Dealer Network
Sprint Nationwide PCS Network
Sprint Store Moonlight Sales Event
Sprint Voice Command Business Directory
Term Service Agreement
text message (delivered via Web Messaging)
Three-Way Calling
Travel Charger
User name (referring to subscribers' NAI)
User's Guide
Vehicle Power Adapter (Formerly Cigarette Lighter Adapter)
Voicemail (initial-capped only if following PCS or in a series with other initial-capped features)
voicemail alert
voicemail message
wall-mounted phone jack
Web Browser (browser within the phone)
Web instant messaging
Weblink (used when referencing the PCS Connection Cards)
Website
wireless Internet

wireless Internet ready (no hyphen when not using as an adjective)
wireless Internet-ready PCS Phone
wireless data (generic reference for category for B2B target only)

Manufacturers/Vendors

Sony®	Sony is a registered trademark of Sony Corp.
Kyocera®	Kyocera is a registered trademark of Kyocera Corporation.
Samsung®	Samsung is a registered trademark of Samsung Corporation.
Nokia®	Nokia is a registered trademark of Nokia Corporation.
Motorola®	Motorola is a registered trademark of Motorola, Inc.
Sanyo®	Sanyo is a registered trademark of Sanyo Electric Co., Ltd.
Yiso	No mark registered.
Handspring®	Handspring is a registered trademark of Handspring, Inc.
Toshiba®	Toshiba is a registered trademark of the Toshiba Corporation.
Sierra Wireless	No mark registered.
LG®	LG is a registered trademark of LG Electronics, Inc.
Novatel Wireless	No mark registered.

PCS Vision Games Registration Marks

Pac-Man®
Ms. Pac-Man®
Defender®
Space Invaders®
Mahki®
Hot Hoops®
Kick Champion™
Midway®
Taito®
PGN Play Games Network™

Retailers/Distributors

RadioShack®	RadioShack is a registered trademark of Technology Properties, Inc.
Circuit City®	Circuit City is a registered trademark of Circuit City Stores West Coast, Inc.
Office Depot®	Office Depot is a registered trademark of Office Depot, Inc.
OfficeMax®	OfficeMax is a registered trademark of OfficeMax, INC. and OMX, Inc.
Target®	Target is a registered trademark of Target Corporation.
Kmart®	Kmart is a registered trademark of Kmart Corporation and Kmart Properties, Inc.
Best Buy®	Best Buy is a registered trademark of Best Buy Co., Inc.
Costco®	Costco is a registered trademark of Costco Wholesale Membership, Inc.

PCS Vision URL's:

www.pcsvision.com
Home.vision.com (featured only on the PCS Phones)

Sprint Store Descriptor Line - For print ads only:

Where Wireless Becomes Clear.℠

General Legal Copy/Trademark Ownership Notices

Within the United States:
When using a trademark in materials, a brief statement attributing ownership of the trademarks should be included. It should be placed in close proximity to the copyright notice. Ideally, the statement should identify each mark used, attribute it to its proper owner by name and indicate whether the mark is registered.

The following notices are examples of properly-worded trademark ownership notices that should be used in all Sprint materials:
For materials that include only the Sprint name and diamond logo design:

"Sprint and the diamond logo design are registered trademarks of Sprint Communications Company L.P."

For materials that include the Sprint name, diamond logo design and other marks that are owned by Sprint:

"Sprint, the diamond logo design and _____ are trademarks of Sprint Communications Company L.P."

For materials that include multiple trademarks that are owned by Sprint and/or trademarks that are owned by others (other trademarks cannot be used unless written permission or a trademark license has first been obtained from the owner of the mark):

"Sprint and the diamond logo design are trademarks of Sprint Communications Company L.P.All other trademarks are the property of their respective owners."

Outside of the United States:
Sprint owns trademark registrations in numerous countries, but not in all. If you are producing and distributing materials outside of the United States, please contact the Sprint Law Department-Trademarks Group for information regarding how the attribution statement should be presented.

Soft copies of brand guidelines/tools are available on **Connected** at: **Company/Strategy > Brand > Branding Resources & Logos.**

Example - Exclusive Dealer Business Card

Retailer name always leads.

Exclusive Dealer verbiage must appear legibly below Dealer name in black Universe Condensed bold font.

Sprint Store Express artwork may appear on bottom third of the business card.

Dealer Name

A Sprint Exclusive PCS Dealer

Stan Salesman

1234 Main Street

Anytown, Anywhere

555-555-1234

Sprint Store Express

[redacted]

A Sprint Exclusive PCS Dealer

Stella Saleswoman

1234 Main Street

Anytown, Anywhere

555-555-1234

Sprint Store Express

REDACTED - FOR PUBLIC INSPECTION

Exhibit 4.1
Attachment G

Sprint Exclusive PCS Dealer In-Store Service Functionality Requirements

Date Published:01/12/04
Previous Version Date: 05/07/03

FAST (Field Activation Service Terminal):

The PCS Field Activation System Terminal (FAST) allows Sprint Exclusive PCS Dealers to conduct in-store account setup and activations. It provides a comprehensive tool that allows for a faster activation process compared to the manual process. It allows the opportunity for "instant" promotional credits and improves customer service through in store activation.

Connected Home > S & D > Affiliations > Affiliate File Index > Sales Channel > Retail Sales Channels > Field Activation System Terminal

Pre Net:

Pre Net is the Sprint PCS Payment Card vendor. This name will be displayed in the windows of participating retailers.

"Sprint PCS Payment Card" is the Sprint-branded product name for the electronic payment card that allows customers to make cash payments to their Sprint PCS account. NOTE: A Payment Card is NOT a credit card. It has no monetary value. It simply ensures that when a customer makes a payment in a retail store, the payment is applied to the right account.

Red Phone:

The Customer Care Hot Line Phone (Red Phone) is a direct access phone to Sprint PCS Customer Care. There is an IVRU on the Red Phone that will allow, for example, customers in collections to be routed to Collections as opposed to the Red Phone Specialist. The call will be forwarded to a priority queue, shortening hold times for customers. The Red Phone is for customers only, and should not be used by employees to contact Customer Care.

Information on the Red Phone (Hot Phone) can be found on:
Connected Home > S & D > Affiliations > Affiliate File Index > Retail Operations / Merchandising >

Affiliates, will need to copy the link below and paste into their browser.
http://intranet.sprintspectrum.com/c2k/invoke.cfm?id=4E18588F-549C-47EB-84F693E275E93560

Exhibit 4.1
Attachment H

Sprint Exclusive PCS Dealer Retail Store Requirements

Date published: 01/12/04
Previous Version Date: 05/07/03

Fixture Specifications:
The Fixture Specs are available in hard copy format only in the Retail Manual 2002 (The Design Book) which most Affiliates have from their retail builds. A copy is available by contacting the Sprint Retail Merchandising department directly. Current contact information is available through the Affiliate Relationship team

Fixtures are available from four approved Sprint vendors. These vendors will build to Sprint specifications. Please keep in mind that standard fixture lead time is 6-8 weeks

Fixture Requirements:
Affiliate may order fixtures from a Sprint vendor or build to approved specifications.

National Equipment Company, Inc. supplies all of the Sprint PCS acrylic merchandising supplies (brochure holders, fact tag holders, magnetic accessory sign holders, poster displays) stanchion signs, slat wall hooks as well as other miscellaneous display pieces required to merchandise fixtures in your retail stores. Bryan Frank, Vice-president of Sales, is available to assist at 1-800-821-5748. You can also place an order with National Equipment Company directly on their web site: http://www.fixtures-displays.com

Store approval requirements:

- Store Test Fit must be approved by Sprint Merchandising
- Store Exterior signage must follow Sprint Exterior Signage Guidelines and be approved by Sprint Merchandising.
- All initial interior store point-of-purchase material and collateral must be procured by Sprint Merchandising
- Store number will be assigned by Sprint Merchandising

Exhibit 4.1
Attachment H

Sprint Exclusive PCS Dealer Retail Store Requirements

Date published: 01/12/04
Previous Version Date: 05/07/03

Components:

- 8 Wall Panels with:
  - Map
  - Phones and Collateral
  - Phones and Display Boxes
  - Phones and Display Boxes
  - Accessories
  - Accessories
  - Accessories
  - Wireless Responsibility
- 2 Front Window Banners
- Cash Wrap
  - The number of POS stations to be determined by location
  - Cash Wrap/Customer Care and Storage Cabinet configuration determined by the number of stations required.
- What's New fixture with Vision presentation and IT equipment
- Red Phone fixture

Planogram Overview:

The Planogram is a "road map" to your store. It is developed by Retail Merchandising to provide specific direction on how to place all product and POP in the store so that we can achieve a universal look and feel for all Sprint PCS Retail Stores across the country. Refer to Planogram: **Format 5**

Planogram information is located on: Connected Home > S & D > Affiliations > Affiliate File Index > Retail Operations / Merchandising > Planograms >

http://www.sprintstoreplanogram.com/

Use store 55555 and password sprintpcs

Exhibit 4.1
Attachment H

Sprint Exclusive PCS Dealer Retail Store Requirements

Date published: 01/12/04
Previous Version Date: 05/07/03

Store Finish Specifications:
Front of House

- **Carpet:**
  - Milliken 36" x 36" tufted Modular Carpet with Comfort Plus Cushion
  - Style: Coir Palm
  - Color: 301 Indian Curry

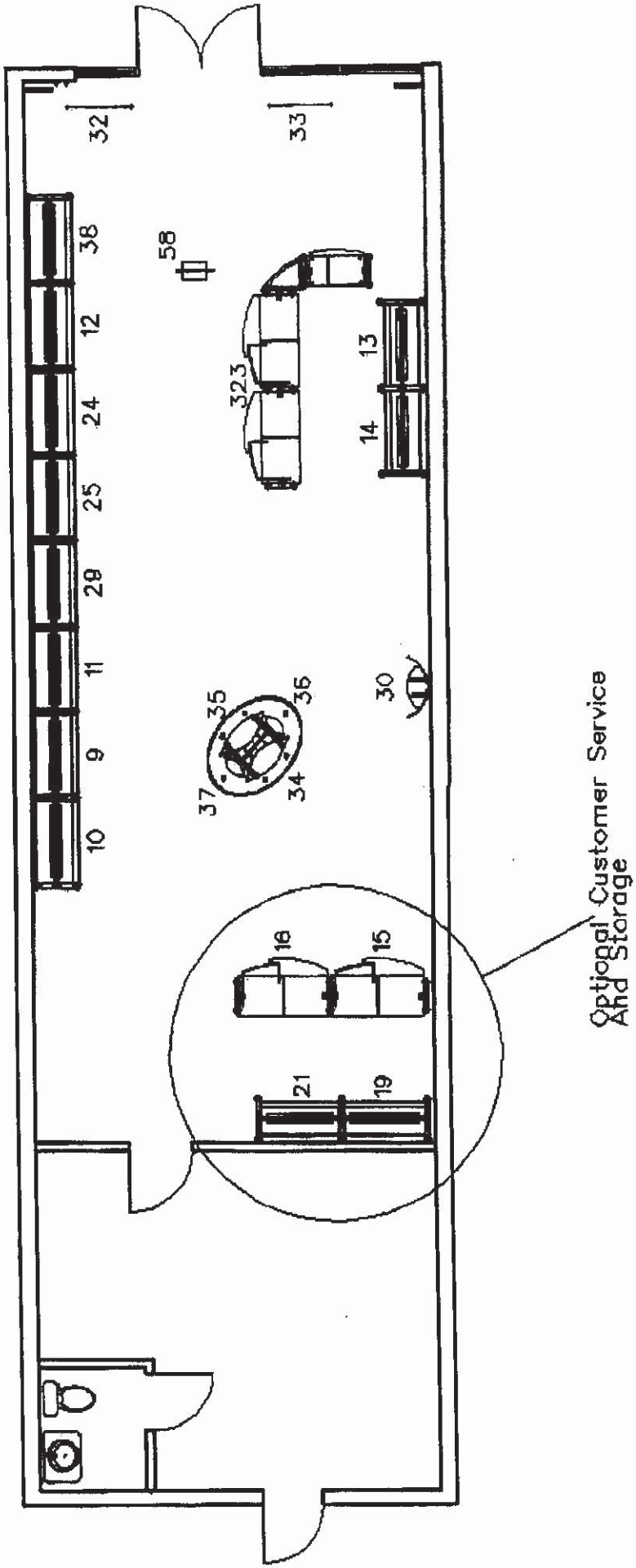
- **Paint:**
  - Wall, ceiling and trim paint, Benjamin Moore White Wisp 2137-70
  - Wall: Eggshell
  - Trim: Semi-Gloss
  - Ceiling: Flat

Sprint Vendor List:
The most recent vendor list is on Connected:
Connected Home > S & D > Affiliations > Affiliate File Index > Retail Operations / Merchandising >

Affiliates can copy the link below and paste into their browser:
http://intranet.sprintspectrum.com/c2k/utilities/docViewer.cfm?docID=15C07E92-532B-4950-B473FB9000F69E8C

Store Prototype:

affiliate branded prototype.pdf



AFFILATE BRANDED PROTOTYPE

Effective June 25, 2002

Exhibit 4.1.1

Sprint PCS Retail Merchandising Standards and Requirements

The retail marketing and presentation of the Sprint PCS and related brands is in the fundamental business interest of Sprint PCS. This exhibit accordingly sets forth the minimum retail merchandising standards, designs and elements under the Sprint PCS retail store guidelines of the Sprint PCS Management Agreement. Specific application of the following guidelines, requirements and standards can be found in the Affiliate Retail Merchandising Tool Box. These specific applications will be updated periodically to reflect the retail and overall business strategy of Sprint PCS. Selection of a vendor or supplier for any of the components and materials related to the build out of retail stores is at the discretion of the Affiliate but must follow specifications outlined in the Affiliate Retail Merchandising Tool Box. Approval is required from the Retail Merchandising Department prior to construction for all Sprint Stores to be built or remodeled.

Fixtures:

Retail store fixtures are defined by the following components:

- In-store product kiosk.
- Wall Panels.
- Customer Service Counter.

Additional fixtures may be required from time to time in order to meet the fundamental business strategy of Sprint PCS.

In-store Product Kiosk:

Manager must adhere to the following options for in-store product kiosks and kiosk fixtures:

- Standard Sprint PCS design and visual presentation to the customer as set forth in the Affiliate Retail Merchandising Toolbox.
- Sprint PCS approved re-designed product fixture intended to accommodate alternate store layouts as developed and approved in writing by the Sprint PCS Retail Merchandising Department in consultation with Manager.

(Implementation of each alternative may, in consultation with the Sprint PCS Retail Merchandising Department, take into account configuration and design requirements in light of available retail space)

Wall Panels:

Wall panels shall be

- Standard Sprint PCS design and construction.

Effective June 25, 2002

- Re-engineered wall panels approved in writing by the Sprint PCS Retail Merchandising Department to accommodate narrow or uniquely configured structures.

Customer Service Counter:

If Customer Service is to be offered, the Sprint Store shall have a customer service counter that is in conformity with the Sprint PCS designs current at the time of the customer service counter construction or replacement and as found in the Affiliate Retail Merchandising Tool Box.

Interior Finish Components:

Interior finish components include the following:

- Color/materials.
- Furniture.
- Paint.
- Carpet/flooring.
- Fabric.

The specific colors and design elements for the finish components as set forth in the Affiliate Retail Merchandising Tool Box shall be used by Manager. Use of alternative materials or deviation from the Affiliate Retail Merchandising Tool Box may occur if approved in writing by Sprint PCS Retail Merchandising Department.

Store Exterior Presentation:

Affiliate retail stores with a Sprint PCS product/service sales mix of 70% or greater are required to utilize the Sprint PCS approved store name as set forth in the Affiliate Retail Merchandising Toolbox. Construction of the store exterior sign shall follow the specific brand identity and construction guidelines as set forth in the Affiliate Retail Merchandising Toolbox and the Sprint Store Exterior Signage Guidelines.

All store exterior sign specifications must be submitted to Sprint PCS through the Retail Merchandising Department for Marketing brand approval.

Handsets:

All handsets displayed in the Sprint Stores must be active and available for live demonstrations.

Effective June 25, 2002

POP and Collateral:

All development and use of POP/collateral must be per the Planogram. If alternate POP and Collateral are used, it must be per the Sprint PCS brand identity guidelines and be approved by Sprint PCS Marketing Communications prior to it's use.

Uniforms:

Each Affiliate shall establish and implement a standardized uniform program consisting of a logo shirt and coordinating color slacks or skirt. Placement and presentation of the shirt logo will be per Sprint PCS approved brand identity guidelines.

SPRINT TRADEMARK AND SERVICE MARK LICENSE AGREEMENT

Between

SPRINT COMMUNICATIONS COMPANY, L.P.

and

SHENANDOAH PERSONAL COMMUNICATIONS COMPANY

Dated as of November 5, 1999

SPRINT TRADEMARK AND SERVICE MARK LICENSE AGREEMENT

Replaced with §35 of ADD VII

THIS AGREEMENT is made as of the 5th day of November, 1999, by and between **Sprint Communications Company, L.P.**, a Delaware limited partnership, as licensor ("Licensor"), and **Shenandoah Personal Communications Company**, a Virginia corporation, as licensee ("Licensee"). **The definitions for this agreement are set forth on the "Schedule of Definitions."**

REPLACED BY §13 OF ADDENDUM XI

RECITALS:

WHEREAS, CDMA Licensor is the owner of the U.S. trademarks and service marks "Sprint", together with related "Diamond" logo, "Sprint PCS", "Sprint Personal Communications Services" and the goodwill of the business symbolized thereby; and

WHEREAS <See §37 of ADD III>

WHEREAS, Licensee desires to use the trademarks and service marks in commerce;

RECITAL ADDED BY §15 OF ADDENDUM XI.

NOW, THEREFORE, the parties, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

ARTICLE 1
GRANT OF TRADEMARK AND SERVICE MARK RIGHTS; EXCLUSIVITY

Section 1.1. License.

Replaced with §38 of ADD VII

(a) Grant of License. Subject to the terms and conditions hereof, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, for the term of this agreement, a non-transferable, royalty-free license to use the Licensed Marks solely for and in connection with the marketing, promotion, advertisement, distribution, lease or sale of Sprint PCS Products and Services and Premium and Promotional Items in the Service Area.

REPLACED BY §16 OF ADDENDUM XI

(b) Related Equipment. The rights granted hereunder to Licensee shall not include the right to manufacture equipment under the Licensed Marks. However, subject to the terms and conditions hereof, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, for the term of this agreement, a non-transferable, royalty-free license to market, promote, advertise, distribute and resell and lease Related Equipment in connection with the marketing, promotion, advertisement, distribution, lease or sale by Licensee of Sprint PCS Products and Services, and to furnish services relating to such Related Equipment (including installation, repair and maintenance of Related Equipment), under the Licensed Marks.

ARTICLE 2
QUALITY STANDARDS, MAINTENANCE

Section 2.1. Maintenance of Quality.

(a) Adherence to Quality Standards. In the course of marketing, promoting, advertising, distributing, leasing and selling Sprint PCS Products and Services and Premium and Promotional Items under the Licensed Marks, Licensee shall maintain and adhere to standards of quality and specifications that conform to or exceed those quality standards and technical and operational specifications adopted and/or amended in the manner provided below ("Quality Standards") and those imposed by Law. Such Quality Standards are designed to ensure that the quality of the Sprint PCS Products and Services and Premium and Promotional Items marketed, promoted, advertised, distributed, leased and sold under the Licensed Marks are consistent with the high reputation of the Licensed Marks and are in conformity with applicable Laws.

Replaced with § 39 of Add VII
REPLACED BY § 17 OF ADDENDUM XI

(b) Establishment of Quality Standards. The parties acknowledge that the initial Quality Standards for the Sprint PCS Products and Services and Premium and Promotional Items are attached to the Affiliation Agreement as Exhibits 4.1, 4.2, 4.3, 7.2, and 8.1. The Quality Standards shall (i) be consistent with the reputation for quality associated with the Licensed Marks and (ii) be commensurate with a high level of quality (taking into account Licensee's fundamental underlying technology and standards), consistent with the level of quality being offered in the market for products and services of the same kind as the Sprint PCS Products and Services.

(c) Changes in Quality Standards. In the event that Licensor wishes to change the Quality Standards, it will notify Licensee in writing of such proposed amendments, and will afford Licensee a reasonable time period in which to adopt such changes as may be required in order for Licensee to conform to the amended Quality Standards.

Section 2.2. Rights of Inspection. In order to ensure that the Quality Standards are maintained, Licensor and its authorized agents and representatives shall have the right, but not the obligation, with prior notice to Licensee, to enter upon the premises of any office or facility operated by or for Licensee with respect to Sprint PCS Products and Services and Premium and Promotional Items at all reasonable times, to inspect, monitor and test in a reasonable manner facilities and equipment used to furnish Sprint PCS Products and Services and Premium and Promotional Items and, with prior written notice to Licensee, to inspect the books and records of Licensee in a manner that does not unreasonably interfere with the business and affairs of Licensee, all as they relate to the compliance with the Quality Standards maintained hereunder.

Replace with § 40 of Add VII

Section 2.3. Marking; Compliance with Trademark Laws. Licensee shall cause the appropriate designation "™" or "℠" or the registration symbol "®" to be placed adjacent to the Licensed Marks in connection with the use thereof and to indicate such additional information as

Replace with § 41 of Add VII

Licensor shall reasonably specify from time to time concerning the license rights under which Licensee uses the Licensed Marks. Licensee shall place the following notice on all printed or electronic materials on which the Licensed Marks appear: "SPRINT", the "DIAMOND" logo and "Sprint PCS", "Sprint Personal Communications Services" are trademarks and/or service marks of Sprint Communications Company, L.P., "used under license" or such other notice as Licensor may specify from time to time.

Section 2.4. Other Use Restrictions. Licensee shall not use the Licensed Marks in any manner that would reflect adversely on the image of quality symbolized by the Licensed Marks.

Replace with § 42 of ADD VII

ARTICLE 3
CONFIDENTIAL INFORMATION

Section 3.1. Maintenance of Confidentiality. Each of Licensor and Licensee and their respective Controlled Related Parties (each a "Restricted Party") shall cause their respective officers and directors (in their capacity as such) to, and shall take all reasonable measures to cause their respective employees, attorneys, accountants, consultants and other agents and advisors (collectively, and together with their respective officers and directors, "Agents") to, keep secret and maintain in confidence the terms of this agreement and all confidential and proprietary information and data of the other party or its Related Parties disclosed to it (in each case, a "Receiving Party") in connection with the performance of its obligations under this agreement (the "Confidential Information") and shall not, and shall cause their respective officers and directors not to, and shall take all reasonable measures to cause their respective other Agents not to, disclose Confidential Information to any Person other than the parties, their Controlled Related Parties and their respective Agents that need to know such Confidential Information. Each party further agrees that it shall not use the Confidential Information for any purpose other than determining and performing its obligations and exercising its rights under this agreement. Each party shall take all reasonable measures necessary to prevent any unauthorized disclosure of the Confidential Information by any of their respective Controlled Related Parties or any of their respective Agents. The measures taken by a Restricted Party to protect Confidential Information shall be not deemed unreasonable if the measures taken are at least as strong as the measures taken by the disclosing party to protect such Confidential Information.

Section 3.2. Permitted Disclosures. Nothing herein shall prevent any Restricted Party or its Agents from using, disclosing, or authorizing the disclosure of Confidential Information it receives and which:

(i) has been published or is in the public domain, or which subsequently comes into the public domain, through no fault of the receiving party;

(ii) prior to receipt hereunder was property within the legitimate possession of the Receiving Party or, subsequent to receipt hereunder is lawfully received from a third party having rights therein without restriction of the third party's right to disseminate

the Confidential Information and without notice of any restriction against its further disclosure.

(iii) is independently developed by the Receiving Party through Persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information;

(iv) is disclosed to a third party with the written approval of the party originally disclosing such information, provided that such Confidential Information shall cease to be confidential and proprietary information covered by this agreement only to the extent of the disclosure so consented to;

(v) subject to the Receiving Party's compliance with Section 3.4 below, is required to be produced under order of a court of competent jurisdiction or other similar requirements of a governmental agency, provided that such Confidential Information to the extent covered by a protective order or its equivalent shall otherwise continue to be Confidential Information required to be held confidential for purpose of this agreement; or

(vi) subject to the Receiving Party's compliance with Section 3.4 below, is required to be disclosed by applicable Law or a stock exchange or association on which such Receiving Party's securities (or those of its Related Party) are listed.

Section 3.3. Financial Institutions. Notwithstanding this Article 3, any party may provide Confidential Information to any financial institution in connection with borrowings from such financial institution by such party or any of its Controlled Related Parties, so long as prior to any such disclosure such financial institution executes a confidentiality agreement that provides protection substantially equivalent to the protection provided the parties in this Article 3.

Section 3.4. Procedures. In the event that any Receiving Party (i) must disclose Confidential Information in order to comply with applicable Law or the requirements of a stock exchange or association on which such Receiving Party's securities or those of its Related Parties are listed or (ii) becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand or otherwise) to disclose any Confidential Information, the Receiving Party shall provide the disclosing party with prompt written notice so that in the case of clause (i), the disclosing party can work with the Receiving Party to limit the disclosure to the greatest extent possible consistent with legal obligations or in the case of clause (ii), the disclosing party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this agreement. In the case of a clause (ii), (A) if the disclosing party is unable to obtain a protective order or other appropriate remedy, or if the disclosing party so directs, the Receiving Party shall, and shall cause its employees to, exercise all commercially reasonable efforts to obtain a protective order or other appropriate remedy at the disclosing party's reasonable expense, and (B) failing the entry of a protective

order or other appropriate remedy or receipt of a waiver hereunder, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by opinion of its counsel is legally required to be furnished and shall exercise all commercially reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information, it being understood that such reasonable efforts shall be at the cost and expense of the disclosing party whose Confidential Information has been sought.

Section 3.5. Survival. The obligations under this Article 3 shall survive, as to any party, until two (2) years following the date of termination of this agreement, and, as to any Controlled Related Party of a party, until two (2) years following the earlier to occur of (A) the date that such Person is no longer a Controlled Related Party of a party, or (B) the date of the termination of this agreement; provided that such obligations shall continue indefinitely with respect to any trade secret or similar information which is proprietary to a party or its Controlled Related Parties and provides such party or its Controlled Related Parties with an advantage over its competitors.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSEE

Section 4.1. Licensor's Ownership. Licensee acknowledges Licensor's exclusive right, title and interest in and to the Licensed Marks and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Service Area in the Licensed Marks except as expressly provided, herein. Licensee acknowledges that its use in the Service Area of the Licensed Marks shall not create in Licensee any right, title or interest in the Service Area in the Licensed Marks and that all use in the Service Area of the Licensed Marks and the goodwill symbolized by and connected with such use of the Licensed Marks will inure solely to the benefit of the Licensor. <now sentence added with §43 of ADDIII>

Section 4.2. No Challenge by Licensee. Licensee covenants that (i) Licensee will not at any time challenge Licensor's rights, title or interest in the Licensed Marks (other than to assert the specific rights granted to Licensee under this agreement), (ii) Licensee will not do or cause to be done or omit to do anything, the doing, causing or omitting of which would contest or in any way impair or tend to impair the rights of Licensor in the Licensed Marks, and (iii) Licensee will not represent to any third party that Licensee has any ownership or rights in the Service Area with respect to the Licensed Marks other than the specific rights conferred by this agreement.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSOR

Section 5.1. Title to the Licensed Marks. Licensor represents and warrants that:

(a) Licensor has good title to the Licensed Marks and has the right to grant the licenses provided for hereunder in accordance with the terms and conditions hereof, free of any liabilities, charges, liens, pledges, mortgages, restrictions, adverse claims, security interests, rights of others, and encumbrances of any kind (collectively, "Encumbrances"), other than Encumbrances which will not restrict or interfere in any material respect with the exercise by Licensee of the rights granted to Licensee hereunder.

(b) There is no claim, action, proceeding or other litigation pending or, to the knowledge of Licensor, threatened with respect to Licensor's ownership of the Licensed Marks or which, if adversely determined, would restrict or otherwise interfere in any material respect with the exercise by Licensee of the rights purported to be granted to Licensee hereunder.

Except as expressly provided above in this Section 5.1, Licensor makes no representation or warranty of any kind or nature whether express or implied with respect to the Licensed Marks (including freedom from third party infringement of the Licensed Marks).

The representations and warranties provided for in this Section 5.1 shall survive the execution and delivery of this agreement.

Section 5.2. Other Licensees. In the event Licensor grants to any third party any licenses or rights with respect to the Licensed Marks, Licensor shall not, in connection with the grant of any such license or rights, take any actions, or suffer any omission that would adversely affect the existence or validity of the Licensed Marks or conflict with the rights granted to Licensee hereunder.

Section 5.3. Abandonment. Licensor covenants and agrees that, during the term of this agreement, it will not abandon the Licensed Marks.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BOTH PARTIES

Section 6.1. Representations and Warranties. Each party hereby represents and warrants to the other party as follows:

(a) Due Incorporation or Formation: Authorization of Agreement. Such party is a corporation duly organized, a limited liability company duly organized or a partnership duly formed, validly existing and, if applicable, in good standing under the laws of the jurisdiction of its incorporation or formation and has the corporate, company or partnership power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such party is duly licensed or qualified to do business and, if applicable, is in good standing in each of the jurisdictions in which the failure to be so licensed or qualified

would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such party has the corporate, company or partnership power and authority to execute and deliver this agreement and to perform its obligations hereunder and the execution, delivery and performance of this agreement have been duly authorized by all necessary corporate, company or partnership action. Assuming the due execution and delivery by the other party hereto, this agreement constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject as to enforceability to limits imposed by bankruptcy, insolvency or similar laws affecting creditors' rights generally and the availability of equitable remedies.

(b) No Conflict with Restrictions; No Default. Neither the execution, delivery and performance of this agreement nor the consummation by such party of the transactions contemplated hereby (i) will conflict with, violate or result in a breach of any of the terms, conditions or provisions of any law, regulation, order, writ, injunction, decree, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, applicable to such party or any of its Controlled Related Parties, (ii) will conflict with, violate, result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of incorporation, articles of organization or certificate of formation, bylaws, operating agreement or limited liability company agreement, or partnership agreement of such party or any of its Controlled Related Parties or of any material agreement or instrument to which such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is or may be bound or to which any of its material properties or assets is subject (other than any such conflict, violation, breach or default that has been validly and unconditionally waived), (iii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights or require any consent, authorization or approval under any indenture, mortgage, lease agreement or instrument to which such party or any of its Controlled Related Parties is a party or by which such party or any of its Controlled Related Parties is or may be bound, or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such party or any of its Controlled Related Parties, which in any such case could reasonably be expected to materially impair such party's ability to perform its obligations under this agreement or to have a material adverse effect on the consolidated financial condition of each party or its Parent.

(c) Governmental Authorizations. Any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required to be obtained by such party in connection with the valid execution, delivery, acceptance and performance by such party under this agreement or the consummation by such

party of any transaction contemplated hereby has been completed, made or obtained, as the case may be.

(d) Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of such party, threatened against or affecting such party or any of its Controlled Related Parties or any of their properties, assets or businesses in any court or before or by any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could, if adversely determined (or, in the case of an investigation could lead to any action, suit or proceeding, which if adversely determined could), reasonably be expected to materially impair such party's ability to perform its obligations under this agreement or to have a material adverse effect on the consolidated financial condition of such party or its parent; and such party or any of its Controlled Related Parties has not received any currently effective notice of any default, and such party or any of its Controlled Related Parties is not in default, under any applicable order, writ, injunction, decree, permit, determination or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator, which default could reasonably be expected to materially impair such party's ability to perform its obligations under this agreement or to have a material adverse effect on the consolidated financial condition of such party or its Parent.

Section 6.2. Survival. The representations and warranties provided for under this Article 6 will survive the execution and delivery of this agreement.

ARTICLE 7
PROSECUTION OF INFRINGEMENT CLAIMS

Section 7.1. Notice and Prosecution of Infringement. Licensee agrees to notify Licensor promptly, in writing, of any alleged, actual or threatened infringement of any of the Licensed Marks within the Service Area of which Licensee becomes aware. Licensor has the sole right to determine whether or not to take any action on such infringements. Licensor has the sole right to employ counsel of its choosing and to direct any litigation and settlement of infringement actions. Any recoveries, damages and costs recovered through such proceedings shall belong exclusively to Licensor, and Licensor shall be solely responsible for all costs and expenses (including attorney fees) of prosecuting such actions. Licensee agrees to provide Licensor with all reasonably requested assistance in connection with such proceedings. <See § 44 of ADDVII for additional language>

ARTICLE 8
LICENSEE DEFENSE AND INDEMNIFICATION OF LICENSOR

Section 8.1. Indemnification. (a) Each party hereby agrees to indemnify the other party against and agrees to hold it harmless from any Loss incurred or suffered by such other party arising out of or in connection with:

(i) the material breach of any representation or warranty made by such party in this agreement; and

(ii) the material breach of any covenant or agreement by such party contained in this agreement.

(b) In addition to the indemnification provided for in Section 8.1(a), Licensee agrees to indemnify Licensor against and hold it harmless from any Loss suffered or incurred by Licensor or its Controlled Related Parties by reason of a third party claim arising out of or relating to (i) the use of the Licensed Marks by Licensee; or (ii) the marketing, promotion, advertisement, distribution, lease or sale by Licensee (or any permitted sublicensee) or by any additional Licensee (or any permitted sublicensee) of any Sprint PCS Products and Services, Related Equipment or Premium and Promotional Items under the Licensed Marks pursuant to this agreement, including unfair or fraudulent advertising claims, warranty claims and product defect or liability claims, pertaining to the Sprint PCS Products and Services, Related Equipment or Premium and Promotional Items. Notwithstanding the foregoing, Licensee will not be required under this paragraph (b) to indemnify any Loss arising solely out of Licensee's use of the Licensed Marks in compliance with the terms of the Trademark and Service Mark Usage Guidelines; provided that Licensor shall have no obligation to indemnify for third-party claims alleged to arise from the specifics of uses of third-party trademarks or service marks, or the specifics of claims made, in marketing materials prepared by or for Licensee, which marketing materials have not been approved by Licensor prior to the publication out of which such claims are alleged to have arisen.

ARTICLE 9
OBLIGATIONS/SETOFF

Section 9.1. Obligations/Setoff. The obligations of the parties as set forth in this agreement shall be unconditional and irrevocable, and shall not be subject to any defense or be released, discharged or otherwise affected by any matter, including impossibility, illegality, impracticality, frustration of purpose, force majeure, act of government, the bankruptcy or insolvency of any party hereto, and the obligations of each party shall not be subject to any right of setoff or recoupment which such party may not or hereafter have against the other party.

ARTICLE 10
LIMITATION ON USE OF LICENSED MARKS

Article 10 replaced with § 45 of ADD VII

Section 10.1. Restrictions on Use. Licensee is not permitted to make any use of the Licensed Marks in connection with products or services other than the Sprint PCS Products and Services, and as specifically authorized in Sections 1.1(b) above with respect to Related

SEE ALSO §§ 18-20 OF ADDENDUM FT

Equipment and Premium and Promotional Items, nor to make any use of the Licensed Marks directed outside of the Service Area.

Section 10.2 Adherence to Trademark and Service Mark Usage Guidelines. Licensee agrees to comply with and adhere to Trademark and Service Mark Usage Guidelines for the depiction or presentation of the Licensed Marks, as furnished by Licensor. Prior to Licensee depicting or presenting any of the Licensed Marks on any type of marketing, advertising or promotional materials, Licensee agrees to submit samples of such materials to Licensor for approval. Licensor shall have fourteen (14) days from the date Licensor receives such materials to approve or object to any such materials submitted to Licensor for review. In the event Licensor does not object to such materials within such fourteen (14) day period, such materials shall be deemed approved by Licensor. Thereafter, Licensee shall not be obligated to submit to Licensor materials prepared in accordance with the samples previously approved by Licensor and the Trademark and Service Mark Usage Guidelines; provided, however, Licensee shall, at the reasonable request of Licensor, continue to furnish samples of such marketing, advertising and promotional materials to Licensor from time to time during the term hereof at the request of Licensor.

Section 10.3. Use of Similar Trademarks and Service Marks. Licensee agrees not to use (a) any trademark or service mark which is confusingly similar to, or a colorable imitation of, the Licensed Marks or any part thereof, or (b) any work, symbol, character, or set of words, symbols, or characters, which in any language would be identified as the equivalent of the Licensed Marks or that are otherwise confusingly similar to, or a colorable imitation of, the Licensed Marks, whether during the term of this agreement or at any time following termination of this agreement. Licensee shall not knowingly engage in any conduct which may place the Sprint PCS Products and Services, the Licensed Marks or Licensor in a negative light or context.

Section 10.4. Services of Public Figures. Licensee agrees to obtain Licensor's prior written approval (which approval will not be unreasonably withheld) before engaging the services of any celebrity or publicly known individual for endorsement of any Sprint PCS Products and Services or Premium and Promotional Items.

ARTICLE 11
CONTROL OF BRAND IMAGE

Section 11.1 Exclusive Use of Licensed Marks. The Sprint PCS Products and Services shall be marketed by Licensee solely under the Licensed Marks.

REPLACED BY §21 OF ADDENDUM XI

Section 11.2. Consistency With Brand Image and Principles. Licensee shall use the Licensed Marks in a manner that is consistent with the brand image and principles established by Licensor, and mechanics to ensure consistency will be included in the Marketing Communications Guidelines.

Section 11.3 Management of Brand Image. Licensor shall be responsible for the overall management of the brand image for the Licensed Marks. All advertising, marketing and promotional materials using the Licensed Marks prepared by Licensee shall, in addition to the provisions set forth in Section 11.2 above, comply with the Marketing Communications Guidelines to be furnished by Licensor to Licensee as such Marketing Communications Guidelines may be amended and updated by Licensor from time to time. Such Marketing Communications Guidelines shall establish reasonable principles to be followed in the development of advertising, marketing and promotional campaigns in order to ensure a consistent and coherent brand image. All advertising, marketing and promotional campaigns conducted by Licensee shall be conducted in a manner consistent with the Marketing Communications Guidelines.

Section 11.4. Advertising Agencies; Promotions. Licensee may select its own advertising agencies for development of its advertising and promotional campaigns; provided, however, that all media buys shall be coordinated by Licensee with the buying agency of Licensor. Licensee and Licensor shall conduct ongoing reviews of upcoming advertising, marketing and promotional campaigns of each party and shall use good faith efforts to coordinate their respective campaigns in a manner that will maximize the advertising, marketing and promotional efforts of the parties and be consistent with the Marketing Communications Guidelines. Licensee shall not initiate any products or promotions under names which are confusingly similar to any names of national product offerings or promotions by Licensor. Neither Licensor nor any of its Controlled Related Parties shall initiate any products or promotions under names which are confusingly similar to any names of national product offerings or promotions by Licensee. In addition, Licensor will use its commercially reasonable efforts to ensure that no third party licensee under the Licensed Marks initiates any products or promotions in the Service Area under names which are confusingly similar to any names of national product offerings or promotions by Licensee.

Section 11.5 Ownership of Advertising Materials. ~~All agreements entered into by Licensee with advertising agencies shall provide that Licensor shall own all advertising materials (including concepts, themes, characters and the like) created or developed thereunder~~. Subject to the terms and conditions set forth herein, Licensee shall receive a perpetual, non-exclusive, royalty-free license to use such materials in connection with advertising and promotional materials developed by Licensee; provided, however, that the rights granted under such perpetual license shall be limited solely to the use of such materials and shall not extend the term of the license with respect to the Licensed Marks provided for hereunder.

Replaced with new sentence in §42 of ADD III

Section 11.6 Marketing materials <Added with § 46 of ADD VII

NEW SECTION 11.7 ADDED BY § 22 OF ADDENDUM XI.

ARTICLE 12
RELATIONSHIP OF PARTIES

Section 12.1. Relationship of Parties. It is the express intention of the parties that Licensee is and shall be an independent contractor and no partnership shall exist between Licensee and Licensor pursuant hereto. This agreement shall not be construed to make Licensee the agent or legal representative of Licensor for any purpose whatsoever (except as expressly

provided in Articles 7 and 8), and Licensee is not granted any right or authority to assume or create any obligations for, on behalf of, or in the name of Licensor (except as expressly provided in Articles 7 and 8). Licensee agrees, and shall require its permitted sublicensees to agree, not to incur or contract any debt or obligation on behalf of Licensor, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of Licensor in or with respect to the Licensed Marks or be detrimental to Licensor's image.

ARTICLE 13
TERM; TERMINATION; EFFECTS OF TERMINATION

Section 13.1. Term. This agreement commences on the date of execution and continues until the Affiliation Agreement terminates, unless earlier terminated in accordance with the terms set forth in this Article 13. This agreement automatically terminates upon termination of the Affiliation Agreement.

Section 13.2. Events of Termination. If any of the following events shall occur with respect to Licensee, each such occurrence shall be deemed an "Event of Termination":

(a) Bankruptcy. The occurrence of a "Bankruptcy" with respect to Licensee.

(b) Breach of Agreements. Licensee fails to perform in accordance with any of the material terms and conditions contained herein in any material respect.

(c) Material Misrepresentation. Licensee breaches any material representation or warranty of Licensee made in Section 4.2 or Article 6 in any material respect.

(d) Termination of Affiliation Agreement. The termination of the Affiliation Agreement, for whatever reason.

Section 13.3. Licensor's Right to Terminate Upon Event of Termination. Licensor may, at its option, without prejudice to any other remedies it may have, terminate this agreement by giving written notice of such termination to Licensee as follows: (a) immediately, upon the occurrence of any Event of Termination pursuant to Section 13.2(a) with respect to Licensee; or (b) after the expiration of thirty (30) days from Licensee's receipt of written notice from Licensor of the occurrence of any Event of Termination pursuant to Sections 13.2(b) or 13.2(c), if such failure to perform or breach is then still uncured; or (c) immediately upon the repeated or continuing occurrence of Events of Termination pursuant to Section 13.2(b) (regardless of whether such continuing failures to perform or breaches have been cured by Licensee in accordance with the provisions of clause (b) or this Section 13.3); or (d) immediately upon the occurrence of a termination pursuant to Section 13.2(d).

Section 13.4 Licensee's Right to Terminate. Licensee may, at its option, without prejudice to any other remedies it may have, terminate this agreement by giving written notice of

such termination to Licensor as follows: (a) immediately, in the event that Licensor abandons the Licensed Marks or otherwise ceases to support the Licensed Marks in Licensor's business; or (b) immediately in the event of the occurrence of a Bankruptcy with respect to Licensor; or (c) immediately in the event of an occurrence of termination pursuant to Section 13.2(d).

Section 13.5. Effects of Termination. Upon the termination of this agreement for any reason, all rights of Licensee in and to the Licensed Marks in the Service Area shall cease within thirty (30) days following the date on which this agreement terminates (except in the case of a termination resulting from an Event of Termination described in Section 13.2(b), (c) or (d). in which case such rights to use the Licensed Marks will terminate immediately upon the date of termination); provided, however, that Licensee may thereafter sell, transfer or otherwise dispose of any Related Equipment and Premium and Promotional Items that are then in Licensee's inventory (or which Licensee has purchased or is then legally obligated to purchase) for an additional reasonable period not to exceed three (3) months. Licensee's right of disposal under this Section 13.5 shall not prohibit Licensor from granting to third parties during the disposal period licenses and other rights with respect to the Licensed Marks. The provisions of Articles 3. 4. 5. 6 and 8 will survive any termination of this agreement.

ARTICLE 14
ASSIGNMENT; SUBLICENSING

Section 14.1. Licensee Right to Assign. Licensee. without the prior written consent of Licensor (in its sole discretion), shall have no right to assign any of its rights or obligations hereunder.

Section 14.2. Licensor Right to Assign the Licensed Marks. Nothing herein shall be construed to limit the right of the Licensor to transfer or assign its interests in the Licensed Marks, subject to the agreement of the assignee to be bound by the terms and conditions of this agreement.

Section 14.3. Licenses to Additional Licensees; Sublicenses: Licenses to Additional Licensees. Licensee shall not sublicense (or attempt to sublicense) any of its rights hereunder without the prior written consent of Licensor, in the sole discretion of Licensor.

ARTICLE 15
MISCELLANEOUS

Section 15.1. Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier or by facsimile (with acknowledgment received), charges prepaid and addressed as described on the Notice Address Schedule attached to the Master Signature Page, or to such other address or number as such party may from time to time specify by written notice to the other party. All notices and other communications given to a party in accordance with the provisions of this

Replaced with §.43. of AOO VI

agreement shall be deemed to have been given and received (i) four (4) Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested, (ii) when delivered by hand or transmitted by facsimile (with acknowledgment received and, in the case of a facsimile only, a copy of such notice is sent no later than the next Business Day by a reliable overnight courier service, with acknowledgment of receipt) or (iii) one (1) Business Day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt.

Section 15.2. Binding Effect. Except as otherwise provided in this agreement, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors, transferees, and assigns.

Section 15.3. Construction. This agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

Section 15.4. Time. Time is of the essence with respect to this agreement.

Section 15.5. Table of Contents; Headings. The table of contents and section and other headings contained in this agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this agreement.

Section 15.6. Severability. Every provision of this agreement is intended to be severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and such illegality, invalidity or unenforceability shall not affect the validity or legality of the remainder of this agreement. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

Section 15.7. Further Action. Each party, upon the reasonable request of the other party, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the intent and purposes of this agreement.

Section 15.8. Governing Law. The internal laws of the State of Missouri (without regard to principles of conflict of law) shall govern the validity of this agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

Replaced with §47 of ADD VII

Section 15.9. Specific Performance. Each party agrees with the other party that the other party would be irreparably damaged if any of the provisions of this agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, in addition to any other remedy to which the nonbreaching party may be entitled, at law or in equity, the nonbreaching party shall be entitled

to injunctive relief to prevent breaches of this agreement and specifically to enforce the terms and provisions hereof.

Section 15.10. Entire Agreement. The provisions of this agreement set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior agreements, oral or written, and other communications between the parties relating to the subject matter hereof.

Section 15.11. Limitation on Rights of Others. Nothing in this agreement, whether express or implied, shall be construed to give any party other than the parties any legal or equitable right, remedy or claim under or in respect of this agreement.

Section 15.12. Waivers; Remedies. The observance of any term of this agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party or parties entitled to enforce such term, but any such waiver shall be effective only if in writing signed by the party or parties against which such waiver is to be asserted. Except as otherwise provided herein, no failure or delay of any party in exercising any power or right under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other further exercise thereof or the exercise of any other right or power.

Section 15.13. Jurisdiction; Consent to Service of Process.

(a) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Missouri State court sitting in the County of Jackson or any Federal court of the United States of America sitting in the Western District of Missouri, and any appellate court from any such court, in any suit action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each party hereby irrevocably and unconditionally agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such Missouri State Court or, to the extent permitted by law, in such Federal court.

Replaced with §48 of ADD VII

(b) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in Missouri State court sitting in the County of Jackson or any Federal court sitting in the Western District of Missouri. Each party hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court and further waives the right to object, with respect to such suit, action or proceeding, that such court does not have jurisdiction over such party.

(c) Each party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to this agreement, provided that such service shall be deemed to have been given only when actually received by such party. Nothing in this agreement shall affect the right of a party to serve process in another manner permitted by law.

Section 15.14. Waiver of Jury Trial. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action. suit or proceeding arising out of or relating to this agreement.

Section 15.15. Consents. Whenever this agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in Section 15.13, with appropriate notice in accordance with Section 15.1 of this agreement.

Section 15.16. Master Signature Page. Each party agrees that it will execute the Master Signature Page that evidences such party's agreement to execute, become a party to and be bound by this agreement, which document is incorporated herein by this reference.

[The remainder of this page is intentionally left blank.]

ADDENDUM I
TO
SPRINT PCS MANAGEMENT AGREEMENT

Manager: Shenandoah Personal Communications Company,
a Virginia corporation

Service Area: Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA
Winchester, VA BTA
Harrisonburg, VA BTA
Washington, DC BTA (Jefferson County, WV only)
Harrisburg, PA BTA
York-Hanover, PA BTA
Altoona, PA BTA

This Addendum contains certain additional and supplemental terms and provisions of that certain (a) Sprint PCS Management Agreement (the **"Management Agreement"),** (b) Sprint PCS Services Agreement (the **"Services Agreement"),** (c) Sprint Spectrum Trademark and Service Mark License Agreement, and (d) Sprint Trademark and Service Mark License Agreement (collectively with the Sprint Spectrum Trademark and Service Mark License Agreement, the **"Trademark License Agreements"),** each entered into contemporaneously with and by the same parties as this Addendum. The Services Agreement, Trademark License Agreements and any other agreements entered into in connection with the Management Agreement, Services Agreement or Trademark License Agreements are collectively referred to herein as the **"Other Sprint Agreements".** The terms and provisions of this Addendum control, supersede and amend any conflicting terms and provisions contained in the Management Agreement and/or the Other Sprint Agreements. Except for express modification made in this Addendum, the Management Agreement and the Other Sprint Agreements continue in full force and effect.

Capitalized terms used and not otherwise defined in this Addendum have the meaning ascribed to them in the Schedule of Definitions. Section and Exhibit references are to Sections and Exhibits of the Management Agreement unless otherwise noted.

The Management Agreement and the Other Sprint Agreements are modified as follows:

1. **Ownership of Spectrum.** Sprint PCS represents and warrants that as of the date of the execution of the Management Agreement Sprint PCS owns 20 MHz or more of PCS spectrum in the Service Area under the License.

2. **Access to Service Area Network.** The following phrase is added at the beginning of the first sentence in the last paragraph of Section 1.1: "Subject to Section 9.5,". Superseded by §1 of ADD VI

3. **Financing.**

(a) The word "and" is inserted between the words "thereto" and "before" in the last sentence of Section 1.7. Superseded by §5(a) of ADD VI

(b) Sprint PCS agrees to propose modifications to the Management Agreement, and perhaps to the Schedule of Definitions, the Services Agreement, the Sprint Trademark and Service Mark License Agreement, and the Sprint Spectrum Trademark and Service Mark License Agreement, that will enhance Manager's ability to obtain financing for the Service Area Network. Sprint PCS will not be required to offer the Manager subsequent modifications offered or agreed to with Other Managers subsequent to the initial set of modifications. Deleted by §5(b) of ADD VI

4. **Ethical Conduct and Related Covenants.** Section 1.8 is deleted in its entirety. Superseded by §6 of ADD VI

5. **Exclusivity of Service Area.** The phrase "or manage" in the first sentence of Section 2.3 is deleted and replaced by the following phrase: ", manage or contract with any other person or entity to own, operate, build or manage". Superseded by §10 of ADD VI

6. **Development and Purchase of Cell Sites.** The parties agree that Sprint PCS will continue to develop and build cell sites in the Service Area that are currently being developed (or have been identified for development) by Sprint PCS for use by Manager in connection with the operation of the Service Area Network (collectively, the **"Cell Sites")** until Manager has obtained financing in an amount sufficient both to complete the build-out of the Service Area Network, as described on Exhibit 2.1, and to acquire the Cell Sites (the **"Financing Closing"**).

Manager agrees to purchase from Sprint PCS under the terms of the Asset Purchase Agreement attached as Exhibit A hereto the assets listed on Schedule A to such agreement. Upon the occurrence of the Financing Closing, the parties shall consummate the transactions contemplated in the Asset Purchase Agreement and Manager will assume the build-out of the transferred Cell Sites. Exhibit A hereto serves as Exhibit 2.6 to the Management Agreement.

The parties agree that Manager's failure to close on the Asset Purchase Agreement shall be treated as an Event of Termination under the Management Agreement which triggers Sprint PCS's Event of Termination rights under the Management Agreement and, in addition, Sprint PCS may, in its sole discretion, elect to enforce and continue to operate under the Management Agreement and Other Sprint Agreements with

the Harrisburg, PA BTA, York-Hanover, PA BTA, and Altoona, PA BTA removed from Manager's Service Area.

7. **Long-Distance Pricing.**

(a) The first sentence of Section 3.4 is deleted in its entirety and replaced by the following language:

"Manager must purchase long-distance telephony services from Sprint through Sprint PCS both (i) to provide long-distance telephony service to users of the Sprint PCS Network and (ii) to connect the Service Area Network with the national platforms and IT application connections used by Sprint PCS to provide services to Manager under the agreement and/or the Services Agreement. Sprint will invoice Sprint PCS for such services rendered to Sprint PCS, Manager and all Other Managers, and in turn, Sprint PCS will invoice Manager for the services used by Manager. The parties acknowledge that so long as Manager buys switching services from Sprint PCS it is not possible to calculate the exact cost directly attributable to Manager, and in lieu of a direct attribution of the cost to Manager, Manager will be billed a flat rate of $1.84 per subscriber per month as payment for the above services, which amount the parties agree is the best estimate of such cost. Once Manager begins providing its own switching services (*i.e.*, Manager no longer buys switching services from Sprint PCS), Manager will be charged the same price for the long-distance services described in (i) and (ii) above as Sprint PCS is charged by Sprint (excluding interservice area long-distance travel rates) plus an additional administrative fee to cover Sprint PCS's processing costs."

(b) The following sentence is added as a second paragraph in Section 3.4: "Manager may not resell the above described long-distance telephony services acquired from Sprint."

Deleted by §12 of ADD VI

8. **Switching Charges.**

(a) Until October 31, 1999, Manager will pay to Sprint PCS an aggregate amount equal to $14,736 per month in consideration for Sprint PCS's provision of switching services for Manager's entire Service Area Network, which amount shall include payment for switching services for Manager's GSM-based Service Area Network and Manager's CDMA-based Service Area Network.

(b) Beginning November 1, 1999, until the earlier of December 31, 2000, or such time as Manager notifies Sprint PCS that Manager no longer needs

Deleted by Part B of ADD VI

switching services from Sprint PCS to operate the Service Area Network, Manager will pay to Sprint PCS an amount equal to $14,869 per month in consideration for Sprint PCS's provision of switching services for Manager's entire Service Area Network, which amount shall include payment for switching services for Manager's GSM-based Service Area Network and Manager's CDMA-based Service Area Network. Nothing in this paragraph 8 is intended to obligate Sprint PCS to provide switching services for Manager's GSM-based Service Area Network after December 31, 1999.

9. **Voluntary Resale of Products and Services.** Section 3.5.2 is modified by amending the second sentence of the second paragraph in its entirety to read as follows: "If Manager wants handsets of subscribers of resellers with NPA-NXXs of Manager to be activated, Manager must agree to comply with the terms of the program, including its pricing provisions."

Deleted by §13 of ADD VI

10. **Branding and Retail Store Presentation.**

(a) Except as expressly provided below in this paragraph 10, the branding guidelines previously distributed to and reviewed by Manager (the **"Full Branding Guidelines"**) shall apply to Manager and all of Manager's retail stores. Such guidelines may be changed by Sprint PCS from time to time. Manager must at all times use at least 70% of the customer retail space in its retail stores for the promotion and sale of Sprint PCS Products and Services, but Manager may also sell products and services provided by its Related Parties in its retail stores.

Replaced with § 24 of ADD VII

(b) Each of the Winchester retail store and the Harrisonburg retail store may continue to be a Shentel-branded store until such time as Manager no longer has a Related Party that sells cellular products and services from such store. In the event Manager no longer has a Related Party that sells cellular products and services from the Winchester retail store or the Harrisonburg retail store, (a) such store shall thereafter be treated as a retail store described in paragraph 10(a) above and (b) such store may continue to display the Shentel name and logo in accordance with the Full Branding Guidelines or other guidelines adopted or approved by Sprint PCS.

(c) Manager may sell Sprint PCS Products and Services in the customer service facility operated by Shenandoah Telephone Company in Edinburg, Virginia, which customer service facility is not subject to paragraph 10(a) above.

11. **Use of Manager's PCS Licenses and GSM Assets.** Nothing in the Management Agreement or the Other Sprint Agreements shall prohibit or restrict Manager or its Related Parties from entering into and performing any agreements and arrangements with any third party for the use by such third party of the PCS licenses and GSM-based equipment of Manager and its Related Parties in connection with the operation of a wireless telecommunications network; provided, that (a) none of the Manager's service marks or trademarks shall be used in connection with the sales, marketing and promotion of the products and services of such network, (b) neither

Manager nor any of its Related Parties shall provide sales support to such third-party in connection with the sale of the products and services of such network or customer support services to the customers of such network and (c) neither Manager nor any of its Related Parties shall directly or indirectly own any interest in any such third party or participate in the management or control of the operations of such network, except (i) to the extent required under applicable FCC rules and regulations, and (ii) Manager or its Related Parties may provide equipment maintenance services for such network.

Deleted by Part B of ADD V

~~**12. Deployment of Cellular by Manager's Related Parties.**~~ Neither Manager, nor any of its Related Parties who do not offer cellular service as of the date of the execution of the Management Agreement, may market or sell any cellular products or services. Manager's Related Parties who offer cellular service as of the date of the execution of the Management Agreement (the **"Cellular Parties"**) may continue to provide such service, subject to the following terms and conditions:

(a) the geographic scope of the cellular service will not expand outside of the RSA VA 10 - Frederick, Market 690, Channel Block B2;

(b) unless earlier approved in writing by Sprint PCS, the Cellular Parties will not "substantially convert" (as defined below) any cellular businesses to digital wireless technology, unless such conversion is made under management that is separate and distinct, as described in paragraph 12 (c) below, from that of Manager;

(c) ~~within twelve (12) months after the date of execution of the~~ Management Agreement, the management (*i.e.*, the directors and officers, or their functional equivalent in title and responsibility) of Manager and the Cellular Parties will be separate and distinct, except that the chief executive officer (or such officer's functional equivalent in title or responsibility) may be a part of the management for Manager and the Cellular Parties;

(d) except in the retail stores described in paragraphs 10 (b) and 10 (c) of this Addendum, within twelve (12) months after the date of execution of the Management Agreement, the sales and marketing personnel for the Cellular Parties will cease to be a part of the sales and marketing personnel of Manager and vice versa;

(e) Manager's sales and marketing personnel cannot disclose Sprint PCS proprietary information to parties other than Manager without prior consent from Sprint PCS; and

(f) Manager and the Cellular Parties will at all times have separate agreements with their distributors.

As used in this paragraph 12, "substantially convert" means to offer, sell or distribute any wireless service that uses a digital or dual mode handset that utilizes digital technology deployed on cellular licenses and frequencies within the Service Area. The

prohibition contained in this paragraph does not prohibit the use of digital technology for the delivery or provisioning of analog cellular services that use analog handsets, nor does it prohibit Manager from offering dual mode handsets to cellular customers that send and receive (i) analog cellular products and services utilizing cellular licenses and frequencies and (ii) digital Sprint PCS Products and Services and Manager's Products and Services.

13. **Right of Last Offer.** Section 3.7 is modified by adding the following parenthetical phrase both between (i) "Service Area Network" and "if Manager decides to use" in the first sentence of the first paragraph and (ii) "for these services" and "and the agreement was not made" in the first sentence of the second paragraph:

Deleted by §14 of ADD VI

> "(other than backhaul services relating to national platform and IT application connections, which Manager must purchase from Sprint as described in Section 3.4)"

14. **Termination of License.** The following parenthetical phrase is added at the end of the first sentence of Section 11.3.1(a):

Superseded by §19 of ADD VI

> "(except that if the FCC revokes or fails to renew the License because of a breach of this agreement by Sprint PCS, Sprint PCS may not terminate this agreement pursuant to this Section 11.3.1(a))".

15. **Non-Renewal Rights of Sprint PCS.** Sprint PCS will declare, within one-hundred twenty (120) days after the occurrence of any of the events listed in Section 11.2.2, its intent to exercise its rights under Section 11.2.2.1 or, if applicable, its rights under Section 11.2.2.2.

Superseded by §18 of ADD VI

16. **Regulatory Considerations.** The "deemed change of control" in Section 11.3.4(b) refers to a determination by the FCC that there has been a change of control of the License resulting from the performance by the parties of their respective obligations under the agreement.

Superseded by §20 of ADD VI

17. **Non-termination of Agreement.** The following language is added at the end of Sections 11.5.3 and 11.6.4: "but such action does not terminate this agreement".

Superseded by §22 of ADD VI

18. **Regulatory Approvals for Transfers.** The parties acknowledge that the transfer of either the Operating Assets or the Disaggregated License are subject to obtaining all required regulatory approvals.

19. **Changes to Required Disclosures.** If any federal law or regulation requires the Manager to disclose financial information that is not provided in the Type II Report, Sprint PCS, upon concurring advice of its then-current independent auditors, will provide Manager with such required information.

Deleted by §7 of ADD VI

Superseded by §25 of ADD VI

20. **Regulatory Compliance.** The following language is added at the end of the last sentence of the third paragraph of Section 16.1: "; provided, however, that Sprint PCS will bear the cost of any such requested audits and inspections that are made more often than Sprint PCS makes audits or inspections of its own network sites."

Superseded by §29 of ADD VI

21. **Transfer of Spectrum.**

(a) The first sentence of Section 17.15.5 is amended by (i) deleting the words "or any of the Licenses, including" and replacing such words with "and, in connection therewith," and (ii) adding at the end thereof immediately before the period "and any related agreements".

(b) The following is added at the end of Section 17.15.5:

"Except for (i) intercompany transfers among Sprint's Related Parties and (ii) any transfer of the License that is part of a sale, transfer or assignment of the entire Sprint PCS Network (such transfer described in (i) and (ii), the **"Permitted Transfers"**), neither Sprint PCS nor any Sprint Related Party shall sell, transfer or assign any of the Licenses, or any spectrum under the Licenses, except as follows:

(A) Sprint PCS may sell, transfer or assign up to ten (10) MHz of spectrum under the Licenses in the aggregate during the term of this agreement to a third party without Manager's consent; provided, that no such sale, transfer or assignment shall relieve Sprint PCS of its obligations under this agreement, the Services Agreement, or any related agreements.

(B) If Sprint PCS determines it wishes to sell, transfer or assign spectrum under the Licenses which, when added together with all prior sales, transfers and assignments of spectrum under the Licenses (other than Permitted Transfers), exceeds 10 MHz of spectrum (such spectrum proposed to be sold, assigned or transferred, the **"Offered Spectrum"**), then upon receiving any offer to purchase the Offered Spectrum (a **"Spectrum Offer"**), Sprint PCS agrees to promptly deliver to Manager a copy of such Spectrum Offer. The Spectrum Offer is deemed to constitute an offer to sell to Manager, on the terms set forth in the Spectrum Offer, all but not less than all of the Offered Spectrum. Manager will have a period of sixty (60) days from the date of receipt of the Spectrum Offer to notify Sprint PCS that Manager agrees to purchase the Offered Spectrum on such terms. If Manager timely agrees in writing to purchase the Offered Spectrum, the parties will proceed to consummate such purchase not later than the one

hundred eightieth (180th) day after the date of Manager's receipt of the Spectrum Offer. If Manager does not agree within the sixty (60) day period to purchase the Offered Spectrum, Sprint PCS will have the right, for a period of one hundred twenty (120) days after such sixtieth (60th) day, subject to restrictions set forth in this Section 17, to sell to the person or entity identified in the Spectrum Offer all of the Offered Spectrum on terms and conditions no less favorable to Sprint PCS than those set forth in the Spectrum Offer. If Sprint PCS fails to sell the Offered Spectrum to such person or entity on such terms and conditions within such one hundred twenty (120) day period, Sprint PCS will again be subject to the provisions of this Section 17.15.5(b)(ii) with respect to the Offered Spectrum.

22. **Announced Transactions.** Section 17.24 is deleted in its entirety. Superseded by §A00 VI

23. **Additional Terms and Provisions.** (a) The following phrase is added after the first parenthetical in Section 17.25: Superseded by §31 of A00 VI

"to which Manager or its Related Parties are a party"

(b) Pursuant to Section 17.25, Manager hereby represents and warrants that (a) that certain Construction and Management Agreement dated as of June 15, 1995, as amended, and (b) that certain Equipment Lease Agreement dated as of June 15, 1995, as amended, are the only contracts and arrangements (either written or verbal) to which Manager or its Related Parties are a party that relate to or affect the rights of Sprint PCS or Sprint under the Management Agreement.

24. **Federal Contractor Compliance.** A new Section 17.28, the text of which is attached as Exhibit B, is added and incorporated by this reference. When and to the extent required by applicable law, Manager will comply with the requirement of such Section 17.28. Superseded by §32 of A00 VI

25. **Year 2000 Compliance.** The following Section 17.29 is added: Superseded by §33 of A00 VI

"17.29 Year 2000 Compliance. If the Service Area Network or any system used to support the Service Area Network fails to satisfy the Sprint PCS requirements for "Year 2000 Compliance" due to defects or failures in any system or equipment selected by Manager (including systems or third party vendors and subcontractors selected by Manager rather than by Sprint PCS), Manager will, at its own expense, make the repairs, replacements or upgrades necessary to correct the failure. If the Service Area Network or any system used to support the Service Area Network fails to satisfy the Sprint PCS requirements for "Year 2000

Compliance" due to defects or failures in any systems or equipment selected by Sprint PCS (including systems or equipment of third party vendors and subcontractors that Sprint PCS selects and requires Manager to use), Sprint PCS will, at its own expense, make the repairs, replacements or upgrades necessary to correct the failure.

"Year 2000 Compliance" means the functions, calculations, and other computing processes of the Service Area Network (collectively "Processes") that perform and otherwise process, date-arithmetic, display, print or pass date/time data in a consistent manner, regardless of the date in time on which the Processes are actually performed or the dates used in such data or the nature of the date/time data input, whether before, during or after January 1, 2000, and whether or not the date/time data is affected by leap years. To the extent any part of the Service Area Network is intended to be used in combination with other software, hardware or firmware, it will properly exchange date/time data with such software, hardware or firmware. The Service Area Network will accept and respond to two-digit year-date input, correcting or supplementing as necessary, and store, print, display or pass date/time data in a manner that is unambiguous as to century. No date/time data will cause any part of the Service Area Network to perform an abnormally ending routine or function within the Processes or generate incorrect final values or invalid results."

26. **Payment of Fees Under Services Agreement.** The second sentence of Section 3.1 of the Services Agreement is deleted in its entirety and replaced by the following two sentences:

"Except with respect to fees paid for billing-related services, the monthly charge for any fees based on the number of subscribers of the Service Area Network will be determined based on the number of subscribers as of the 15th day of the month for which the charge is being calculated. With respect to fees paid for billing-related services, the monthly charge for any fees based on the number of subscribers will be based on the number of gross activations in the month for which the charge is being calculated plus the number of subscribers of the Service Area Network on the last day of the prior calendar month."

Deleted by §36 of ADD VI

27. **Result of Services Agreement Breach.** Sprint PCS agrees not to terminate the Management Agreement for a breach thereof by Manager that results directly from Sprint PCS's failure to perform its obligations under the Services Agreement so long as Manager has notified Sprint PCS, within ten (10) days after Manager discovers a breach, of Sprint PCS's failure to perform such obligations.

28. Definition of Operating Assets. The definition of "Operating Assets" in the Schedule of Definitions is amended to remove the Phrase "or its Related Parties" as such phrase appears throughout said definition. The following sentences are added after the second sentence in the definition of "Operating Assets" in the Schedule of Definitions: "'Operating Assets' includes any contracts or agreements between Manager and its Related Parties that are necessary to operate the Service Area Network. 'Operating Assets' does not include any logos or trademarks registered to Manager or its Related Parties or any rights of Manager that survive termination of the agreement."

Superseded by §46 of ADD VI

29. Trademark License Agreements Changes. The following sentence is added at the end of Section 2.3 to both Trademark License Agreements: "Licensor shall advise Licensee periodically as to the appropriate designations for each Licensed Mark." Section 11.5 of both Trademark License Agreements are amended by adding at the end of the first sentences thereof "which incorporate the Licensed Marks".

Superseded by §§41 + 42 of ADD VI

30. Changes to Exhibit 11.8. The following changes are made to Exhibit 11.8:

(a) The definition "Operating Assets" in paragraph 1.1.1 is deleted in its entirety.

(b) Paragraph 1.7 is amended to read in its entirety as follows:

"**Title Insurance.** This paragraph 1.7 will apply if the Property includes any real estate property (including leasehold interests) ("Real Property"), but with respect to leasehold interests, only to the extent title insurance is available."

(b) Paragraph 1.8 is amended to read in its entirety as follows:

"**Survey.** This paragraph 1.8 will apply if the Property includes any Real Property, but with respect to leasehold interests, only to the extent surveys are available."

(c) Paragraph 1.9.8 is modified by adding the phrase: "To the knowledge of Seller," at the beginning of the paragraph.

(d) Paragraph 1.9.11 is amended by replacing the term "five (5)" with the term "three (3)".

(f) Paragraph 1.16.2 is amended by adding the following phrase at the end of the first sentence: "offered by Sprint PCS as of the date of termination of the Management Agreement."

Superseded by §23 of ADD VI

Exhibit A

Exhibit 2.6

Asset Purchase Agreement

Exhibit B

Section 17.28. Federal Contractor Compliance.

(1) The Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Manager will, in all solicitations or advertisements for employees placed by or on behalf of the Manager, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Manager will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Manager's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Manager's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Manager may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Manager will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Manager will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Manager becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Manager may request the United States to enter into such litigation to protect the interests of the United States.

(8) In consideration of contracts with Sprint PCS, the Manager agrees to execute the Certificate of Compliance attached hereto as Attachment I and further agrees that this certification shall be part of each contract between Sprint PCS and Manager. The Manager will include Attachment I in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor.

Attachment I

CERTIFICATE OF COMPLIANCE WITH FEDERAL REGULATIONS

In consideration of contracts with SPRINT SPECTRUM L.P., the undersigned "contractor", "vendor" or "consultant" agrees to the following and further agrees that this Certification shall be a part of each purchase order, supply agreement, or contract between SPRINT SPECTRUM L.P. and the undersigned.

1. Equal Opportunity
   Executive Order 11246 is herein incorporated by reference.

2. Affirmative Action Compliance
   If undersigned Contractor has 50 or more employees and if this contract is for $50,000 or more, Contractor shall develop a written Affirmative Action Compliance Program for each of its establishments, as required by rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

3. Affirmative Action for Special Disabled and Vietnam Era Veterans
   If this contract exceeds $10,000, the undersigned Contractor certifies that the Contractor does not discriminate against any employee or applicant because the person is a Special Disabled or Vietnam Veteran and complies with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Veterans Readjustment Assistance Act of 1972, as amended.

   Contractor hereby represents that it has developed and has on file, at each establishment, affirmative action programs for Special Disabled and Vietnam Era Veterans required by the rules and regulations of the Secretary of Labor (41 CFR 60-250).

4. Affirmative Action for Handicapped Workers
   If this contract exceeds $2,500, the undersigned Contractor certifies that the Contractor does not discriminate against any employee or applicant because of physical or mental handicap and complies with the rules, regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended.

   Contractor hereby represents that it has developed and has on file, at each establishment, affirmative action programs for Handicapped Workers required by the rules and regulations of the Secretary of Labor (41 CFR 60-741).

5. Employer Information Report (EEO-1 Standard Form 100)
   If undersigned Contractor has 50 or more employees and if this contract is for $10,000 or more, Contractor shall complete and file government Standard Form

100, Equal Employment Opportunity Employer Information Report EEO-1, in accordance with instructions contained therein.

6. Compliance Review
The undersigned Contractor certifies that it has not been subject to a Government equal opportunity compliance review. If the Contractor has been reviewed, that review occurred on _____ (date).

7. Utilization of Small Businesses, Small Disadvantaged Businesses, and Women-Owned Small Business
It is the policy of SPRINT SPECTRUM L.P., consistent with Federal Acquisition Regulations (FAR 52.219-8 and FAR 52.219-13), that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned businesses shall have the maximum practicable opportunity to participate in performing subcontracts under Government contracts for which SPRINT SPECTRUM L.P. is the Government's Prime Contractor. SPRINT SPECTRUM L.P. awards contracts to small businesses to the fullest extent consistent with efficient prime contract performance. The Contractor agrees to use its best efforts to carry out this policy in the award of its subcontract to the fullest extent consistent with the efficient performance of this contract.

Contractor hereby represents that it _____ is _____ is not a small business, _____ is _____ is not a small business owned and controlled by socially and economically disadvantaged individuals, and ____ is ____ is not a small business controlled and operated as a women-owned small business as defined by the regulations implementing the Small Business Act.

If the answer to any of the above is in the affirmative, Contractor will complete SPRINT SPECTRUM L.P. Small/Minority/Women Owned Business Self Certification Form. This form is available from Mr. Ron Gier, Sprint PCS, 4900 Main Street, Kansas City, Missouri 64112.

8. Certification of Nonsegregated Facilities
If this contract is expected to exceed $10,000, the undersigned Contractor certifies as follows:

The Contractor certifies that the Contractor does not or will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this Certification is a violation of the Equal Opportunity provision of this contract. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontracts for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity Clause; and that it will retain such certification in its files.

9. Clean Air and Water

The undersigned Contractor certifies that any facility to be used in the performance of this contract ___ is ___ is not listed on the Environmental Protection Agency List of Violating Facilities.

The undersigned Contractor agrees to immediately notify SPRINT SPECTRUM L.P., immediately upon the receipt of any communication from the Administrator or a designee of the Environmental Protection Agency indicating that any facility that the Contractor proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities. SPRINT SPECTRUM L.P. includes this certification and agreement pursuant to FAR 52-223-1(c) which requires including such paragraph (c) in every nonexempt subcontract.

Contractor:

_____
Company Name

_____
Address

_____
City State Zip

By: _____
Name: _____
Title: _____

ADDENDUM II
TO
SPRINT PCS MANAGEMENT AGREEMENT

Manager: Shenandoah Personal Communications Company, a Virginia corporation

Service Area: Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA
Winchester, VA BTA
Harrisonburg, VA BTA
Washington, DC BTA (Jefferson County, WV only)
Harrisburg, PA BTA
York-Hanover, PA BTA
Altoona, PA BTA

This Addendum II (this "**Addendum**"), dated as of August 31, 2000), contains certain additional and supplemental terms and provisions of that certain (a) Sprint PCS Management Agreement entered into as of November 5, 1999, by the same parties as this Addendum, which Management Agreement was further amended by that certain Addendum I entered into as of November 5, 1999 (the Sprint PCS Management Agreement, as amended, being the "**Management Agreement**"). The terms and provisions of this Addendum control, supersede and amend any conflicting terms and provisions contained in the Management Agreement and the Other Sprint Agreements. Except for express modification made in this Addendum, the Management Agreement and the Other Sprint Agreements continue in full force and effect.

Capitalized terms used and not otherwise defined in this Addendum have the meaning ascribed to them in the Management Agreement. Section and Exhibit references are to Sections and Exhibits of the Management Agreement unless otherwise noted.

The Management Agreement and the Other Sprint Agreements are modified as follows:

~~1. **Transfer of Spectrum.** In the event that either (i) Sprint PCS puts the Disaggregated License to Manager pursuant to Section 11.6.2 of the Management Agreement or (ii) Manager purchases the Disaggregated License pursuant to Section 11.5.2 of the Management Agreement, then the NPA-NXXs listed on Exhibit A attached hereto, if then in use by Manager, will be transferred to Manager.~~

Deleted by §1 of Add IV

2. **Counterparts.** This Addendum may be signed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective authorized officers as of the date and year first above written.

Sprint Spectrum L.P.

By: Thomas E Mateer
Name: Thomas E. Mateer
Title: Vice President - Affiliations

WirelessCo, L.P.

By: Thomas E Mateer
Name: Thomas E. Mateer
Title: Vice President - Affiliations

APC PCS, LLC

By: Thomas E Mateer
Name: Thomas E. Mateer
Title: Vice President – Affiliations

PhillieCo, L.P.

By: Thomas E Mateer
Name: Thomas E. Mateer
Title: Vice President – Affiliations

Sprint Communications Company L.P.

By: _____
Name: Don A. Jensen
Title: Vice President - Law

Shenandoah Personal
Communications Company

By: [illegible]
Name: Christopher E. Frend
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective authorized officers as of the date and year first above written.

Sprint Spectrum L.P.

By:_____
Name: Thomas E. Mateer
Title: Vice President - Affiliations

WirelessCo, L.P.

By:_____
Name: Thomas E. Mateer
Title: Vice President - Affiliations

APC PCS, LLC

By:_____
Name: Thomas E. Mateer
Title: Vice President – Affiliations

PhillieCo, L.P.

By:_____
Name: Thomas E. Mateer
Title: Vice President – Affiliations

Sprint Communications Company L.P.

By: Don A. Jensen
Name: Don A. Jensen
Title: Vice President - Law

Shenandoah Personal
Communications Company

By:_____
Name: _____
Title: _____

Exhibit A to Addendum II to Sprint PCS Management Agreement

GSM Codes*	CDMA Codes	Location
717-977	717-404	Chambersburg, PA
301-991	301-992	Hagerstown, MD
301-465	301-462	Myersville, MD
304-279	304-283	Falling Waters, WV
540-671	540-683	Washington, VA
540-664	540-327	Winchester, VA
540-335	540-325	Edinburg, VA
540-435	540-560	Harrisonburg, VA
	717-421	Harrisburg, PA
	717-542	York, PA
	717-386	Carlisle, PA

*Customers assigned GSM Codes were converted to CDMA service.

ADDENDUM III
TO
SPRINT PCS MANAGEMENT AGREEMENT

Manager: Shenandoah Personal Communications Company, a Virginia corporation

Service Area: Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA
Winchester, VA BTA
Harrisonburg, VA BTA
Washington, DC BTA (Jefferson County, WV only)
Harrisburg, PA BTA
York-Hanover, PA BTA
Altoona, PA BTA

This Addendum III (this "**Addendum**"), dated as of September 26, 2001), contains certain additional and supplemental terms and provisions of that certain (a) Sprint PCS Management Agreement entered into as of November 5, 1999, by the same parties as this Addendum, which Management Agreement was further amended by that certain Addendum I dated November 5, 1999 and Addendum II dated August 31, 2000 (the Sprint PCS Management Agreement, as amended, being the "**Management Agreement**"). The terms and provisions of this Addendum control, supersede and amend any conflicting terms and provisions contained in the Management Agreement and the Other Sprint Agreements. Except for express modification made in this Addendum, the Management Agreement and the Other Sprint Agreements continue in full force and effect.

Capitalized terms used and not otherwise defined in this Addendum have the meaning ascribed to them in the Management Agreement. Section and Exhibit references are to Sections and Exhibits of the Management Agreement unless otherwise noted.

The Management Agreement and the Other Sprint Agreements are modified as follows:

1. **Revised Build-Out Plan.**

(a) **Revised Exhibits.** The Amended Exhibit 2.1 Build-out Plan Description, Build-out Plan Table, and Build-out Plan Map (Revised Effective September 26, 2001) (the "**Amended Exhibit 2.1**") attached to this Addendum supersedes and replaces in its entirety the Exhibit 2.1 Build-out Plan Phase Description, Build-out Plan Table, and Build-out Plan Map in the Management Agreement dated November 5, 1999. Amended Exhibit 2.1 includes:

(i) Build-out Plan Table which sets forth the Completion Date and covered population requirements, and
(ii) Build-out Plan Description; and
(iii) Build-out Plan Map.

Superseded by §9 of ADD VI

SUPERSEDED BY §4 OF ADDENDUM XVIII

2. **Governing Law and Jurisdiction.** (a) Section 17.12 of the Management Agreement, Section 9.11 of the Services Agreement and Section 15.8 of each of the Trademark License Agreements is deleted in its entirety and replaced with the following language:

> **Governing Law.** The internal laws of the State of Kansas (without regard to principles of conflicts of law) govern the validity of this agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

(b) Paragraphs (a) and (b) of Section 15.13 of each of the Trademark License Agreements are deleted in their entirety and replaced with the following language:

> (a) Each party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Kansas State court sitting in the County of Johnson or any Federal court of the United States of America sitting in the District of Kansas, and any appellate court from any such court, in any suit action or proceeding arising out of or relating to this agreement, or for recognition or enforcement of any judgment, and each party hereby irrevocably and unconditionally agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in such Kansas State Court or, to the extent permitted by law, in such Federal court.
>
> (b) Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this agreement in Kansas State court sitting in the County of Johnson or any Federal court sitting in the District of Kansas. Each party hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding in any such court and further waives the right to object, with respect to such suit, action or proceeding, that such court does not have jurisdiction over such party.

Superseded by A00 VI

3. **Notice Address.** The address for all entities comprising Sprint PCS on the Notice Address Schedule is changed to the following:

> Sprint PCS
> 6160 Sprint Parkway, Building 9
> Overland Park, KS 66251
> Telephone: 913-762-7100
> Telecopier: 913-762-7102
> Attention: President, Sprint PCS

Deleted by §26 of A00 VI

003/010 08:18 SPRINT SHENTEL-FCC-01-03-000575

with a copy to

Sprint PCS
6160 Sprint Parkway, Building 9
Overland Park, KS 66251
Telephone: 913-762-7400
Telecopier: 913-762-0920
Attention: General Counsel, Sprint PCS

004/010

0616 SPRINT

SHENTEL-FCC-01-09-000576

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective authorized officers as of the date and year first above written.

Sprint Spectrum L.P.

By: _____
Thomas E. Mateer
Vice President - Affiliations

WirelessCo, L.P.

By: _____
Thomas E. Mateer
Vice President - Affiliations

APC PCS, LLC

By: _____
Thomas E. Mateer
Vice President – Affiliations

PhillieCo, L.P.

By: _____
Thomas E. Mateer
Vice President – Affiliations

Sprint Communications Company L.P.

By: Ed Mattix
Ed Mattix,
Senior Vice President – Public Affairs

Shenandoah Personal
Communications Company

By: _____
Christopher E. French
President

{{BEGIN HIGHLY CONFIDENTIAL}}

SHENTEL-FCC-01-03-000581

{{END HIGHLY CONFIDENTIAL}}

ADDENDUM IV
TO
SPRINT PCS MANAGEMENT AGREEMENT

Manager: Shenandoah Personal Communications Company, a Virginia corporation

Service Area: Hagerstown, MD-Chambersburg, PA-Martinsburg, WV BTA
Winchester, VA BTA
Harrisonburg, VA BTA
Washington, DC BTA (Jefferson County, WV only)
Harrisburg, PA BTA
York-Hanover, PA BTA
Altoona, PA BTA

This Addendum IV (this "**Addendum**"), dated as of May 22, 2003, contains certain additional and supplemental terms and provisions of that certain Sprint PCS Management Agreement entered into as of November 5, 1999, by the same parties as this Addendum, which Management Agreement was further amended by that certain Addendum I dated November 5, 1999, Addendum II dated August 31, 2000 and Addendum III dated September 26, 2001 (the Sprint PCS Management Agreement, as amended, being the "**Management Agreement**"). The terms and provisions of this Addendum control, supersede and amend any conflicting terms and provisions contained in the Management Agreement and the Other Sprint Agreements. Except for express modification made in this Addendum, the Management Agreement and the Other Sprint Agreements continue in full force and effect.

Capitalized terms used and not otherwise defined in this Addendum have the meaning ascribed to them in the Management Agreement. Section and Exhibit references are to Sections and Exhibits of the Management Agreement unless otherwise noted.

The Management Agreement is modified as follows:

1. ~~**Transfer of Spectrum – Deleted.** Section 1 of Addendum II to the Management Agreement is deleted in its entirety.~~

2. ~~**NPA-NXX-X Transfer.** In the event that either (i) Sprint PCS puts the Disaggregated License to Manager pursuant to Section 11.6.2 or (ii) Manager purchases the Disaggregated License pursuant to Section 11.5.2, then the NPA-NXX-Xs then in use by Manager, will be transferred to the Manager. The NPA-NXX-Xs used by Manager will be mutually determined by Sprint and Shenandoah Personal Communications Company in their reasonable discretion.~~

SEE ADDENDUM XVIII WHICH DELETES DISAGGREGATED LICENSE

1090681.3

3. **Counterparts.** This Addendum may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one agreement.

[the remainder of this page is intentionally left blank]

SHENTEL-FCC-01-03-000584

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective authorized officers as of the date and year first above written.

SPRINT SPECTRUM L.P.

By: _____
Thomas E. Mateer,
Vice President - Affiliates/Private Label Services

WIRELESSCO, L.P.

By: _____
Thomas E. Mateer,
Vice President - Affiliates/Private Label Services

APC PCS, LLC

By: _____
Thomas E. Mateer,
Vice President - Affiliates/Private Label Services

PHILLIECO, L.P.

By: _____
Thomas E. Mateer,
Vice President - Affiliates/Private Label Services

SPRINT COMMUNICATIONS COMPANY, L.P.

By: _____
~~Robert M. Goff~~ Mike Goff
Vice President – Corporate Brand Management

SHENANDOAH PERSONAL COMMUNICATIONS COMPANY

By: _____
Name: Christopher E. French
Title: President

SHENTEL-FCC-01-03-000585

08/26/2003 THU 13:20 FAX 913 762 0816 SPRINT 004/007

*ALL SUPERSEDED BY ADD VI

ADDENDUM V
TO
SPRINT PCS MANAGEMENT AGREEMENT AND
SPRINT PCS SERVICES AGREEMENT

Amending these agreements further and restating certain paragraphs in Addenda I and IV

Dated as of January 30, 2004

Manager: **SHENANDOAH PERSONAL COMMUNICATIONS COMPANY**

Service Area BTAs:
Altoona, PA #12
Hagerstown, MD-Chambersburg, PA-Martinsburg, WV #179
Harrisburg, PA #181
Harrisonburg, VA #183
Washington, DC (Jefferson County, WV only) #471
Winchester, VA #479
York-Hanover, PA #483

This Addendum V (this "**Addendum**") contains amendments of the Sprint PCS Management Agreement, the Sprint PCS Services Agreement, the Sprint Trademark and Service Mark License Agreement and the Sprint Spectrum Trademark and Service Mark License Agreement, each of which was entered into on November 5, 1999 by Sprint Spectrum L.P., WirelessCo, L.P., APC PCS, LLC, PhillieCo, L.P., Sprint Communications Company L.P. and Shenandoah Personal Communications Company. The Management Agreement, Services Agreement and Trademark License Agreements were amended by:

(1) Addendum I dated as of November 5, 1999,
(2) Addendum II dated as of August 31, 2000,
(3) Addendum III dated as of September 26, 2001, and
(4) Addendum IV dated as of May 22, 2003.

The purposes of this Addendum are to (1) amend the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions and restate those paragraphs in the addenda executed previously that amend the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions (see section A below), and (2) provide cross-references to those paragraphs in addenda executed previously that are not restated in this Addendum (see section B below).

The terms and provisions of this Addendum control over any conflicting terms and provisions contained in the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions. The Management Agreement, the Services Agreement, the Trademark Licenses Agreements, the Schedule of Definitions and all prior addenda continue in full force and effect, except for express modifications made in this

ADDENDUM VI
TO
SPRINT PCS MANAGEMENT AGREEMENT AND SPRINT PCS SERVICES AGREEMENT

Amending these agreements further and restating certain paragraphs in Addenda I through V

Dated as of May 24, 2004

Manager: **SHENANDOAH PERSONAL COMMUNICATIONS COMPANY**

Service Area BTAs:
Altoona, PA #12
Hagerstown, MD-Chambersburg, PA-Martinsburg, WV #179
Harrisburg, PA #181
Harrisonburg, VA #183
Washington, DC (Jefferson County, WV only) #471
Winchester, VA #479
York-Hanover, PA #483

This Addendum VI (this "**Addendum**") contains amendments of the Sprint PCS Management Agreement, the Sprint PCS Services Agreement, the Sprint Trademark and Service Mark License Agreement and the Sprint Spectrum Trademark and Service Mark License Agreement, each of which was entered into on November 5, 1999 by Sprint Spectrum L.P., WirelessCo, L.P., APC PCS, LLC, PhillieCo, L.P., Sprint Communications Company L.P. and Shenandoah Personal Communications Company. The Management Agreement, Services Agreement and Trademark License Agreements were amended by:

(1) Addendum I dated as of November 5, 1999,
(2) Addendum II dated as of August 31, 2000,
(3) Addendum III dated as of September 26, 2001,
(4) Addendum IV dated as of May 22, 2003, and
(5) Addendum V dated as of January 30, 2004.

The purposes of this Addendum are to (1) amend the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions and restate those paragraphs in the addenda executed previously that amend the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions (see section A below), and (2) provide cross-references to those paragraphs in addenda executed previously that are not restated in this Addendum (see section B below).

The terms and provisions of this Addendum control over any conflicting terms and provisions contained in the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions. The Management Agreement, the Services Agreement, the Trademark Licenses Agreements, the Schedule of Definitions and

all prior addenda continue in full force and effect, except for express modifications made in this Addendum. This Addendum does not change the effective date of any prior amendment made to the Management Agreement, the Services Agreement, the Trademark License Agreements or the Schedule of Definitions through previously executed addenda.

Capitalized terms used and not otherwise defined in this Addendum have the meaning ascribed to them in the Schedule of Definitions or in prior addenda. Section and Exhibit references are to sections and Exhibits of the Management Agreement unless otherwise noted.

The parties entered into Addendum V dated January 30, 2004, but the parties acknowledge that Addendum V is superseded in its entirety by this Addendum as of the Effective Date of this Addendum VI. For the avoidance of doubt, the parties acknowledge and agree that Addendum V shall remain in full force and effect with respect to the period prior to the Effective Date of this Addendum VI. The parties are executing this Addendum as of the date noted above, but this Addendum becomes effective on (the **"Effective Date"**) either (1) April 1, 2004, if the parties execute this Addendum on or before May 24, 2004 or (2) the first calendar day of the first calendar month after this Addendum is executed if the parties execute this Addendum after May 24, 2004.

On the Effective Date of this Addendum, the following provisions of the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions are amended and, in certain cases, restated, as follows:

A. **New Amendments and Restatement of Previous Amendments to Sprint PCS Agreements**.

Management Agreement

1. **Access to Service Area Network [Addm I, §2].** The last paragraph of section 1.1 is amended to read as follows:

~~Subject to the terms and conditions of this agreement, including, without limitation, sections 1.9, 9.5 and 12.1.2, Sprint PCS has the right to unfettered access to the Service Area Network to be constructed by Manager under this agreement. The fee to be paid to Manager by Sprint PCS under section 10 is for all obligations of Manager under this agreement.~~

Replaced with §1 of ADD VII

2. **Vendor Purchase Agreements – Software Fees [NEW].** Section 1.3 is amended to read as follows:

Insert: "*1.3.1 Discounted Volume-Based Pricing.*" before the first paragraph.

§1.3.1 AMENDED BY §2 OF ADD VII

CC 1291208v9

Insert: "*1.3.2 Subscriber and Infrastructure Equipment.*" before the second paragraph.

Insert: "*1.3.3 Exclusive Use.*" before the third paragraph.

Add a new section 1.3.4 as follows:

1.3.4 Software Fees. Replaced with § 3 of ADD VII

(a) Manager acknowledges that Sprint PCS administers the testing and implementation of the Software (*i.e.*, pushing of the Software) into the Service Area Network.

(b) Sprint PCS, when obtaining software for its own use that is identical to the Software, will use commercially reasonable efforts to obtain a license from vendors providing for the right of Manager to use the Software in connection with telecommunications equipment manufactured by the vendor (collectively the software obtained by Sprint PCS for its own use and the Software that operates on telecommunications equipment manufactured by the vendor are for purposes of this section 1.3.4, the "**Vendor Software**"; when the term "Vendor Software" is used with respect to Manager, it means only the Software, and not the software used only by Sprint PCS).

(c) Manager will arrange independently with the vendor to obtain a license to the Vendor Software if Sprint PCS cannot reasonably obtain a license for Manager. Any license that Manager obtains from a vendor must require the Vendor Software to be tested in Sprint PCS test beds by Sprint PCS and require Sprint PCS, not the vendor or Manager, to push the Vendor Software to the Service Area Network unless Sprint PCS otherwise consents in advance in writing. Sprint PCS agrees to test the Vendor Software in Sprint PCS test beds within a reasonable period after Manager reasonably requests the tests in writing.

(d) Sprint PCS will:

(i) notify Manager in writing at least 60 days before the date of an automatic renewal of, or Sprint PCS' unilateral act to renew or extend, an agreement that provides Sprint PCS the right to use the Vendor Software, or

(ii) use reasonable efforts to notify Manager in writing before the date Sprint PCS intends to start negotiations with a vendor regarding extension, renewal, pricing or other material terms relating to Sprint PCS' and Manager's right to use the Vendor Software (whether for new Software or renewal of an existing license), and at least 60 days before the date Sprint PCS executes an agreement, extension or renewal.

The notice by Sprint PCS will include the material terms and conditions of any such agreement or negotiations to the extent known at the time of the notice, including the network elements to be covered by the right to use the Vendor Software. Manager must notify Sprint PCS in writing within 30 days after receiving the notice described in the first sentence of this section 1.3.4(d) if Manager wants Sprint PCS to attempt to obtain or continue the right for Manager to use the Vendor Software. Sprint PCS will renew or negotiate the agreement as if Manager will not be a user of the Vendor Software if Manager does not provide notice to Sprint PCS within the 30-day period. However, Sprint PCS may obtain pricing from the vendor for the Vendor Software that includes Manager as a user if obtaining the pricing does not obligate Manager to be a user.

Sprint PCS will advise Manager upon Manager's reasonable request of the status of the Software negotiations if Manager requested Sprint PCS to obtain or continue the right for Manager to use the Vendor Software under Sprint PCS' agreement with the vendor. Sprint PCS will use commercially reasonable efforts to give Manager notice of the final pricing for the right to use the Vendor Software no less than 20 days before the expected execution or renewal of the agreement; provided that, in any event, Sprint PCS will give Manager notice of the final pricing no less than 10 Business Days before the expected execution or renewal of the agreement. If necessary, Manager agrees to use commercially reasonable efforts to enter into a nondisclosure agreement with the vendor to facilitate providing such final pricing to Manager.

Manager may give Sprint PCS notice by the time set forth in Sprint PCS' notice to Manager (which time will not be less than 10 calendar days after Sprint PCS provides Manager with the final pricing and terms and conditions of such license agreement) that Manager does not intend to use the Vendor Software through the agreement between Sprint PCS and the vendor. If Manager does not give this final notice to Sprint PCS, Manager is deemed to agree to be a user of the Vendor Software through the agreement between Sprint PCS and the vendor and will pay the Allocable Software Fee. Within 15 Business Days after execution of an agreement between Sprint PCS and the vendor, Sprint PCS will provide to Manager a forecast of Manager's Allocable Software Fee, the estimated payment due dates relating to the Allocable Software Fee, and the proportion of Manager's Allocable Software Fee forecast to be due on each payment due date.

Sprint PCS does not have to obtain a license for Vendor Software for Manager, even if Manager requests Sprint PCS to obtain such license, if at any time before execution of the agreements granting the license Sprint PCS reasonably believes that Manager is more likely than not to unreasonably refuse to pay the Allocable Software Fee or Sprint PCS reasonably believes that the Manager is in such financial condition that Manager is more likely than not to be unable to pay the Allocable Software Fee.

If Manager accepts the Vendor Software, Sprint will give Manager, Manager's proportional share of (i) any cash benefits relating specifically to the Vendor Software that Sprint PCS obtains from the vendor, and (ii) to the extent reasonably able to be made available to Manager, other benefits, including training, relating specifically to the Vendor Software.

(e) Sprint PCS will pay all Software Fees relating to the Vendor Software to the vendor if Sprint PCS obtains a license from the vendor that provides Manager the right to use the Vendor Software and Manager agrees to pay any applicable Allocable Software Fee in accordance with this section 1.3.4(e). Manager will be deemed to agree to pay any applicable Allocable Software Fee if both:

(i) Manager has notified Sprint PCS that it wants Sprint PCS to attempt to obtain or continue the right for Manager to use the Vendor Software under the third paragraph of section (d), and has not taken the action described in the fifth paragraph of section (d) above to decline obtaining the right to use the Vendor Software through the agreement between Sprint PCS and the vendor, and

(ii) Sprint PCS obtains a license providing for the right of Manager to use the Vendor Software.

Manager will pay Sprint PCS the Allocable Software Fee (as defined below) within 30 days after receipt of an invoice. Sprint PCS will invoice Manager only after Sprint PCS pays the underlying Software Fee to the vendor. The Allocable Software Fee will not include any amount for Software that is the same as or functionally equivalent to any Software (y) that is a component of any service for which a fee is charged under the Services Agreement or (z) for which Sprint PCS otherwise charges Manager under this agreement.

Sprint PCS will calculate the "**Allocable Software Fee**" as follows:

For each vendor, multiply:

(i) the Total Software Cost of the Software Fees attributable to the Vendor Software for which Sprint PCS has obtained for itself, Manager and Other Managers a license or other right to use, by

(ii) the quotient of:

(A) the number of Customers and Reseller Customers with an NPA-NXX assigned to the Service Area that are assigned to a system using the Vendor Software, as reported in the most recent monthly report that Sprint PCS

issues before the date that Sprint PCS prepares an Allocable Software Fee invoice, divided by:

(B) the number of Customers and Reseller Customers that are assigned to all systems using the Vendor Software, as reported in the most recent monthly report that Sprint PCS issues before the date that Sprint PCS prepares an Allocable Software Fee invoice.

(f) Sprint PCS will include with the invoice for the Allocable Software Fee a list of the component charges, if available from the Vendor. The Software Fees that Sprint PCS pays to the vendor will reflect rates no greater than commercial rates negotiated at arms' length, and Sprint will use reasonable efforts to obtain the most favorable rates for the Software. For purposes of clarification, the parties acknowledge the vendor may insist on a comprehensive fee without listing each component, but rather asserting that the fee covers all software necessary to operate the equipment. But Sprint PCS will provide to Manager a description of all the features and functionality in reasonable detail for all Software for which Manager is to pay an Allocable Software Fee.

(g) Manager will not be charged the Allocable Software Fee for the Vendor Software after Manager:

(i) either: (x) does not notify Sprint PCS in writing within the period allowed in the third paragraph of section 1.3.4(d) that Manager desires to have Sprint PCS obtain a right for Manager to use the Vendor Software, or (y) notifies Sprint PCS in writing within the period allowed in the fifth paragraph that it declines to have Sprint PCS obtain such right,

(ii) obtains its own license providing for Manager's right to use the Vendor Software, and

(iii) complies with the requirements of section 1.3.4(h).

(h) Manager will obtain its own license providing for Manager's right to use the Vendor Software from the vendor if Manager elects not to have Sprint PCS attempt to obtain a right for Manager to use the Vendor Software under section 1.3.4(d). Manager will notify Sprint PCS in writing and deliver to Sprint PCS within 10 Business Days after Manager's execution of Manager's separate license, a signed document from the vendor confirming that:

(i) the vendor has provided Manager a separate license for the Vendor Software and the term of that license, which term with appropriate renewal rights, must be at least as long as the license Sprint PCS has from the vendor,

(ii) the fees paid by Manager to the vendor reflect commercial rates negotiated at arms' length,

(iii) the Vendor Software covered by Manager's license provides the usage and functionality necessary for Manager to operate the Service Area Network in compliance with the Sprint PCS Technical Program Requirements, and

(iv) the Vendor Software may be tested in Sprint PCS test beds by Sprint PCS and will be pushed to the Service Area Network by Sprint PCS, not the vendor or Manager, unless Sprint PCS otherwise consents in advance in writing. Sprint PCS agrees to test the Vendor Software in Sprint PCS test beds within a reasonable period after Manager reasonably requests in writing.

3. **Interconnection [NEW].** Section 1.4 is amended to read as follows:

If Manager desires to interconnect a portion of the Service Area Network with another carrier and Sprint PCS can interconnect with that carrier at a lower rate, then to the extent that applicable laws, tariffs and agreements permit, Sprint PCS will use commercially reasonable efforts to arrange for the interconnection under its agreements with the carrier within a commercially reasonable period. Sprint PCS will bill the interconnection fees to Manager at the actual cost paid by Sprint PCS to the carrier.

4. **Forecasting [NEW].** Section 1.6 is amended to read as follows:

1.6 Forecasting. Manager and Sprint PCS will work cooperatively to generate mutually acceptable forecasts of important business metrics that they agree upon. The forecasts are for planning purposes only and do not constitute either party's obligation to meet the quantities forecast.

5. **Financing [Addm I, §3].**

(a) Section 1.7 is amended to read as follows:

1.7 Financing. The construction and operation of the Service Area Network requires a substantial financial commitment by Manager. The manner in which Manager will finance the build-out of the Service Area Network and provide the necessary working capital to operate the business is described in detail on Exhibit 1.7. Manager will allow Sprint PCS an opportunity to review before filing any registration statement or prospectus or any amendment or supplement thereto and before distributing any offering memorandum or amendment or supplement thereto, and will not file or distribute any such document if Sprint PCS reasonably objects in writing on a timely basis to any portion of the document that refers to Sprint PCS, its Related Parties, their respective businesses, this agreement or the Services Agreement.

(b) Section 3(b) of Addendum I is deleted.

6. **Ethical Conduct and Related Covenants [Addm I, §4].** Section 1.8 is deleted.

7. **Information [NEW].** Section 19 of Addendum I is deleted. A new section 1.9 is added to the Management Agreement.

1.9 Access to Information.

1.9.1 Network Operations. Manager and Sprint PCS will have access to, and may monitor, record or otherwise receive, information processed through equipment, including switches, packet data switching nodes and cell site equipment, that relates to the provision of Sprint PCS Products and Services or to the provision of telecommunications services to Reseller Customers in the Service Area Network, if the access, monitoring, recording or receipt of the information is accomplished in a manner that:

(i) Does not unreasonably impede Manager or Sprint PCS from accessing, monitoring, recording or receiving the information,

(ii) Does not unreasonably encumber Manager's or Sprint PCS' operations (including, without limitation, Sprint PCS' real-time monitoring of the Sprint PCS Network status, including the Service Area Network),

(iii) Does not unreasonably threaten the security of the Sprint PCS Network,

(iv) Does not violate any law regarding the information,

(v) Complies with technical requirements applicable to the Service Area Network,

(vi) Does not adversely affect any warranty benefiting Manager or Sprint PCS (e.g., software warranties), and

(vii) With respect to the information processed through Manager's equipment, including its switches, does not result in a material breach of any agreement regarding the information (*e.g.*, national security agreements).

Sprint PCS and Manager will immediately notify the other party and reasonably cooperate to establish new procedures for allowing both Manager and Sprint PCS to access, monitor, record and receive the information in a manner that meets the criteria in clauses (i) through (vii) above if either Manager or Sprint

PCS reasonably determines that the other party is accessing, monitoring, recording or receiving the information described in this section 1.9.1 in a manner that does not meet the criteria in clauses (i) through (vii) above. For the avoidance of doubt, all such information will be deemed Confidential Information under section 12.2.

Manager owns the information processed through its equipment and regarding the performance of its equipment, except the Customer information owned by Sprint PCS as described in section 1.9.2. Each of Manager and Sprint PCS may use the information obtained under this section 1.9.1 for any reasonable internal business purpose, during the term of and after termination of this agreement, the Services Agreement and the Trademark License Agreements, so long as the use would be in accordance with those agreements if those agreements were still in effect.

1.9.2 Customer Information. Manager is entitled to receive information Sprint PCS accesses, monitors, compiles, records or receives concerning the Service Area Network or the Customers with NPA-NXXs assigned to Manager's Service Area, subject to the terms of this section 1.9.2 and section 1.9.3 and Manager's compliance with CPNI requirements imposed by the FCC and any other legal requirements applicable to the information.

Sprint PCS will provide the information in the format that Manager requests at no additional charge to Manager if Sprint PCS accesses, monitors, compiles, records, receives or reports for its own use the information specific to Manager that Manager requests in the same format as Manager requests. Sprint PCS will use commercially reasonable efforts to provide the information within 5 Business Days.

Sprint PCS will provide the information in the format that Manager requests if Sprint PCS accesses, monitors, compiles, records, receives or reports for its own use the information that Manager requests, but not in the same format that Manager requests, if Manager agrees to pay or reimburse Sprint PCS for the costs Sprint PCS reasonably incurs to reformat the information into the format requested by Manager. Sprint PCS will use commercially reasonable efforts to provide such requested information within 15 Business Days.

If Sprint PCS accesses, monitors, compiles, records or receives the information requested by Manager, but not in the same format that Manager requests, then Sprint PCS will provide the requested information as raw data, if:

(i) Sprint PCS chooses not to provide the information as described in the preceding paragraph, and

(ii) Manager agrees to pay or reimburse Sprint PCS for the costs Sprint PCS reasonably incurs.

Sprint PCS will use commercially reasonable efforts to provide the raw data within 15 Business Days.

Sprint PCS owns the information regarding the Customers as it pertains to the use of a Sprint communications service subscribed to by any Customer. Each of Manager and Sprint PCS may use the information obtained under this section 1.9.2 during the term of and after termination of this agreement, the Services Agreement and the Trademark License Agreements so long as the use would be in accordance with those agreements if those agreements were still in effect.

1.9.3 Limitations and Obligations. Sprint PCS does not have to provide any information that Manager reasonably requests under this agreement or the Services Agreement that:

(i) Manager can obtain itself in accordance with section 1.9.1 (if Sprint PCS has provided Manager with any necessary specifications requested by Manager as to how to obtain the information), unless Sprint PCS already has the information in its possession and has not previously delivered it to Manager,

(ii) Sprint PCS no longer maintains,

(iii) Manager has already received from Sprint PCS or its Related Parties,

(iv) Sprint PCS does not access, monitor, record, receive or report, or

(v) Sprint PCS must make system modifications to provide the raw data, including without limitation modifying or adding data fields or modifying code.

Sprint PCS will provide Manager a copy of the then-current Sprint PCS document retention policy from time to time upon reasonable request.

1.9.4 Contracts. Sprint PCS will disclose to Manager the relevant terms and conditions of any agreement between Sprint PCS and any third party:

(i) with which Manager must comply, directly or indirectly, under the Management Agreement, the Services Agreement or any Program Requirement,

(ii) from which Manager is entitled to any benefit, or

(iii) that relate to any pass-through amounts that Sprint PCS charges Manager under this agreement or Settled-Separately Manager Expenses under the Services Agreement.

In each case Sprint PCS' disclosure will be in sufficient detail to enable Manager to determine the obligations or benefits with which Manager must comply or benefit or the charges or expenses to be paid by Manager. Sprint PCS may provide to Manager copies of the agreements or the relevant terms and conditions of such agreements in electronic format upon notice to Manager, including by posting the copies or relevant terms and conditions to a secure website to which Manager has access. Once each calendar year and from time to time when a change is effected to any relevant term or condition, Manager may request copies of the agreements that are not posted to the secure website or whose relevant terms and conditions are not posted to the secure website.

Sprint PCS will provide a copy of the agreement to Manager to the extent permissible by the terms of the agreement. Sprint PCS will allow Manager or its representatives to review a copy of the agreement to the extent permissible by the agreement if the agreement prohibits Sprint PCS from providing Manager a copy. Sprint PCS will satisfy the requirements of this section 1.9.4 if it chooses to provide a copy of the agreement in electronic form on a server that Sprint PCS designates. Sprint PCS will use commercially reasonable efforts to obtain the right from the third party, if required, to provide a complete copy to Manager of any agreement between Sprint PCS and any third party of the type described in this section 1.9.4.

8. **Most Favored Nation** [NEW]. A new section 1.10 is added to the Management Agreement:

1.10 Subsequent Amendments to Other Managers' Management Agreements and Services Agreements. Manager has the right to amend the terms in its Management Agreement and Services Agreement as described in this section 1.10 if during the period beginning on the date of this Addendum and ending December 31, 2006, any of the terms of an Other Manager's Management Agreement or Services Agreement are amended in any manner for any reason to be more favorable to the Other Manager than the terms of Manager's Management Agreement or Services Agreement are to Manager, subject to the following:

Replaced with § 4 of ADD VII

(a) Manager must elect to accept all, but not less than all, of the terms of the Other Manager's Management Agreement and Services Agreement agreed to since the Effective Date (including accepting existing terms that relate to the changes or terms that were previously changed and not previously accepted by Manager but that remain a part of the latest version of the Other Manager's agreement) (collectively, but excluding the changes described in paragraphs (b) and (c) below, the "**Overall Changes**").

(b) Manager will not be required to accept any changes involving payment of specific disputed amounts arising under the

Management Agreement or Services Agreement of the Other Manager, and

(c) No amendments in Manager's Management Agreement and Services Agreement will be made to reflect changes made in an Other Manager's Management Agreement and Services Agreement if such changes are:

(i) made solely because the Other Manager owns spectrum on which all or a portion of its network operates, unless the Other Manager acquired this spectrum from Sprint PCS or its Related Parties after the Effective Date, or

(ii) compelled by a law, rule or regulation that applies to the Other Manager, but not to Manager, or

(iii) made solely to modify the build-out plan.

Sprint PCS will prepare and deliver to Manager either an addendum containing the Overall Changes that have been made to the Other Manager's agreements in all of its addenda or copies of the Other Manager's amended and restated Management Agreement, Services Agreement and Trademark License Agreements (in each case redacted to protect the identity of the Other Manager) within 10 Business Days after the later of the effective date expressly stated in the amendment or other instrument containing these changes and the date of the addendum or other instrument. Manager then has 30 days to notify Sprint PCS that Manager wants the Overall Changes.

If Manager does not notify Sprint PCS in this 30-day period in writing that it wants the Overall Changes, no changes will be made in the agreements between Manager and Sprint PCS and Manager will be deemed to have waived its rights under this section 1.10 with respect to the Overall Changes.

If Manager notifies Sprint PCS within the 30-day period in writing that it wants the Overall Changes, Sprint PCS will prepare, execute and deliver to Manager an addendum reflecting the Overall Changes. The new addendum will have the same effective date as the addendum or the restated Management Agreement, Services Agreement and Trademark License Agreements between Sprint PCS and the Other Manager that gave rise to the new addendum. For purposes of clarification, if the addendum or other instrument between Sprint PCS and the Other Manager provides or defines a specific date that is the effective date of the addendum or other instruments, then the effective date of the new addendum will be the same as that specific date. Manager will have 15 days to review the new addendum and notify Sprint PCS if Manager determines any inaccuracies are reflected in the new addendum. Sprint will correct those inaccuracies and provide a corrected new addendum to Manager within 10 Business Days after Manager's notification.

No changes will be made in the agreements between Manager and Sprint PCS if Manager does not execute and return the signed addendum within 30 days after receipt of the signed addendum (or the corrected signed addendum, if applicable, pursuant to the previous paragraph), in which case Manager will be deemed to have waived its rights under this section 1.10 with respect to the Overall Changes contained in the addendum presented.

If Manager and Sprint PCS disagree as to whether the terms of the signed addendum accurately reflect the Overall Changes, then the parties will submit to binding arbitration in accordance with section 14.2, excluding the escalation process set forth in section 14.1. If the arbiter rules in favor of Manager, then Sprint PCS will make changes to the signed addendum that are necessary to reflect the arbiter's ruling, submit the revised signed addendum to Manager within 10 days after receipt of the arbiter's ruling and pay all of Manager's expenses and attorneys' fees related to the arbitration. If the arbiter rules in favor of Sprint PCS, then Manager may: (i) execute the signed addendum as proffered to Manager within 10 days after Manager's receipt of the arbiter's ruling or (ii) decline to accept the addendum and pay all of Sprint PCS' expenses and attorneys' fees related to the arbitration.

The parties acknowledge that Sprint PCS can disclose to Manager who the Other Manager is that gave rise to the proposed addendum only if the Other Manager agrees to the disclosure.

Sprint PCS represents and warrants to Manager that this Addendum in all material respects reflects the terms of the most recently executed addendum between an Other Manager and Sprint PCS to implement the new simplified pricing and cash settlement process and the other modifications to the Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions, except for the provisions in this Addendum that have been revised because of negotiations between Sprint and Manager.

9. **Revised Build-Out Plan**. **[Addm III, §1; revised by this Addendum].** The Exhibit 2.1 Build-out Plan Phase Description, Build-out plan Table, and Build-Out Plan Map in the Management Agreement dated November 5, 1999, was: (a) amended by the Amended Exhibit 2.1 Build-out Plan Description, Build-out Plan Table, and Build-out Plan Map (revised effective September 26, 2001) attached to Addendum III and (b) supplemented on July 17, 2002, by a supplemental Build-out Plan Description and a new Build-out Map through the Build-out Plan Approval Process. Sprint PCS acknowledges that Manager has complied with all of the Build-out Plan requirements as of the Effective Date of Addendum V. Any additional Build-out Plan requirements will be subject to section 2.5.

SUPERSEDED BY §4 ADDENDUM XVIII

10. **Exclusivity of Service Area** **[Addm I, §5]**. Section 2.3 is amended to read as follows:

Replaced with § 5 of ADD VII

2.3 Exclusivity of Service Area. Manager will be the only person or entity that is a manager or operator for Sprint PCS with respect to the Service Area and neither Sprint PCS nor any of its Related Parties will own, operate, build, manage or contract with any other person or entity to own, operate, build or manage another wireless mobility communications network in the Service Area so long as this agreement remains in full force and effect and there is no Event of Termination that has occurred giving Sprint PCS the right to terminate this agreement, except that:

(a) Sprint PCS may cause Sprint PCS Products and Services to be sold in the Service Area through the Sprint PCS National Accounts Program Requirements and Sprint PCS National or Regional Distribution Program Requirements;

(b) A reseller of Sprint PCS Products and Services may sell its products and services in the Service Area so long as such resale is not contrary to the terms and conditions of this agreement; and

(c) Sprint PCS and its Related Parties may engage in the activities described in sections 2.4(a) and 2.4(b) with Manager in the geographic areas within the Service Area in which Sprint PCS or any of its Related Parties owns an incumbent local exchange carrier as of the date of this agreement.

11. **Coverage Enhancement [New].** Section 2.5 is replaced by the following language:

SEE §6 OF ADDENDUM I XVIII FOR WAIVER W/R/T 2.5 GHz BUILD OUT

2.5 Manager's Right of First Refusal For New Coverage Build-out. Sprint PCS grants to Manager the right of first refusal to build-out New Coverage. Sprint PCS will give to Manager a written notice of a New Coverage within the Service Area that Sprint PCS decides should be built-out. Manager must communicate to Sprint PCS within 90 days after receipt of the notice whether it will build-out the New Coverage, otherwise Manager's right of first refusal terminates with regard to the New Coverage described in the notice.

If Manager decides to build-out the New Coverage, then Manager and Sprint PCS will diligently negotiate and execute an amendment to the Build-out Plan and proceed as set forth in sections 2.1 and 2.2. The amended Build-out Plan will contain critical milestones that provide Manager a commercially reasonable period in which to implement coverage in the New Coverage. In determining what constitutes a "commercially reasonable period" as used in this paragraph, the parties will consider several factors, including local zoning processes and other legal requirements, weather conditions, equipment delivery schedules, the need to arrange additional financing, and other construction already in progress by Manager. Manager will construct and operate the network in the New Coverage in accordance with the terms of this agreement. For avoidance of doubt, the New Coverage area will be included in the Service Area Network.

If Manager declines to exercise its right of first refusal or Manager fails to build out the New Coverage in accordance with the amended Build-out Plan, then Sprint PCS may construct the New Coverage itself or allow a Sprint PCS Related Party or an Other Manager to construct the New Coverage. Sprint PCS has the right, in a New Coverage that it constructs or that a Sprint PCS Related Party or an Other Manager constructs, to manage the network, allow a Sprint PCS Related Party to manage the network, or hire an Other Manager to operate the network in the New Coverage. Any New Coverage that Sprint PCS, a Sprint PCS Related Party or an Other Manager builds out is deemed removed from the Service Area and the Service Area Exhibit is deemed amended to reflect the change in the Service Area.

Notwithstanding the preceding paragraphs in this section 2.5, the capacity and footprint parameters contained in the amended Build-out Plan will not be required to exceed the parameters adopted by Sprint PCS in building out all of its comparable service area, unless such build-out relates to an obligation regarding the Service Area Network mandated by law. When necessary for reasons related to new technical standards, new equipment or strategic reasons, Sprint PCS decides that New Coverage within the Service Area should be built-out concurrently with Sprint PCS' build-out, Sprint PCS will reimburse Manager for its costs and expenses if Sprint PCS discontinues its related build-out.

If Manager does not exercise its right of first refusal with respect to a New Coverage, Manager's right of first refusal does not terminate with respect to the remainder of the Service Area.

At Manager's request, Sprint PCS and Manager will discuss Manager's interest in expanding its Service Area and its build-out plans with respect to the expanded area.

12. **Long-Distance Pricing [NEW].** Section 7 of Addendum I is deleted. Additionally, section 3.4 of the Management Agreement is amended to read as follows:

3.4 IXC Services.

3.4.1. Customer Long Distance. Sprint PCS and Manager will from time to time mutually define local calling areas in the Service Area of Manager that Sprint PCS and Manager will use to determine when a customer will be billed for a "long distance call" under the applicable rate plan of the Customer. The parties acknowledge that these local calling areas (i) may change in geographic scope in response to competitive pressures or perceived market opportunities, and (ii) may not be able to be changed because of regulatory, industry, or system limitations. The parties will not use local calling areas to determine "long distance telephony services" under section 3.4.2. If the parties cannot agree on the extent of the local calling area they will resolve the matter through the dispute resolution process in section 14.

3.4.2. Long Distance Services

(a) Required purchase. Manager must obtain (i) long-distance telephony services through Sprint PCS or its Related Parties to provide long-distance service to users of the Sprint PCS Network and (ii) telephony services through Sprint PCS or its Related Parties to connect the Service Area Network with the national platforms that Sprint PCS uses to provide services to Manager under this agreement or the Services Agreement. The term "long distance telephony service" means any inter-LATA call for purposes of section 3.4.2 as it relates to long-distance telephony services provided to users of the Sprint PCS Network.

(b) Pricing and procedure. Sprint PCS will purchase for Sprint PCS, Manager and Other Managers telephony services used in the Sprint PCS Network from Sprint Communications Company L.P. or its Related Parties ("SCCLP") as described in section 3.4.2(a) above. Sprint PCS will purchase these telephony services at a price and terms at least as favorable to Sprint PCS, Manager and the Other Managers (considering Sprint PCS, Manager and the Other Managers as a single purchaser) as the best prices and terms SCCLP offers to any wholesale customer of SCCLP in similar situations when taking into account all relevant factors (*e.g.*, volume, peak/off-peak usage, length of commitment). Sprint PCS will pay the invoice from SCCLP, except for items that SCCLP directly bills under section 3.4.2(c). Sprint PCS will bill long-distance telephony services to Manager as an activity settled separately under the Services Agreement the portion of the fees billed to Sprint PCS that relate to Manager's operations and the activity of all Customers and Reseller Customers in the Service Area, except for items SCCLP directly bills under section 3.4.2(c). Sprint PCS will recover charges associated with telephony services described in section 3.4.2(a)(ii) within the CCPU Services under the Services Agreement.

Replaced with § 9 of ADD VII

If Sprint Corporation no longer has its "PCS" tracking stock, Sprint PCS will include the volume of telephony services of Manager and Other Managers with the volume of Sprint PCS when negotiating the Sprint PCS rate with the long distance division of Sprint Corporation (currently SCCLP). The long distance division will continue to provide telephony services to Sprint PCS for a price and upon terms based on the same relevant factors described in the preceding paragraph and in the same manner that it has under the present tracking stock policy.

(c) Call routing. Manager, acting as a single purchaser, may purchase private line capacity (or other forms of capacity) from SCCLP for inter-LATA calls to the extent that this capacity can be obtained on terms more favorable to Manager (acting as a single purchaser). SCCLP will sell that capacity to Manager at the best price that SCCLP offers to third parties in similar situations when taking into account all relevant factors. SCCLP will directly bill Manager for any purchase by Manager of capacity under this section 3.4.2(c). The terms of section 1.3 do not apply to purchases of capacity in this section 3.4.2(c).

(d) Pre-existing agreement. If before the date Addendum V to this agreement is signed, Manager is bound by an agreement for long distance services or an agreement for private line service and the agreement was not made in anticipation of this agreement or Addendum V, then the requirements of this section 3.4.2 do not apply during the term of the other agreement. If the other agreement terminates for any reason, then the requirements of this section 3.4.2 do apply from and after the termination.

(e) Resale. Manager may not resell the long-distance telephony services acquired under this section 3.4.2. For purposes of clarification, resale under this section 3.4.2(e) includes Manager selling minutes to carriers for ultimate resale to end users under a brand other than "Sprint" or selling minutes to end users under a brand other than "Sprint". Manager may engage in the following activities (*i.e.*, these activities are not treated as resale of long-distance telephony services):

(1) the transport of long-distance calls for Customers under section 3.4.2(a),

(2) the transport of long-distance calls for resellers under section 3.5, and

(3) the transport of long-distance calls for roaming under section 4.3.

13. **Voluntary Resale of Products and Services [NEW]**. Section 9 of Addendum I is deleted. Schedule 1 attached to this Addendum replaces and supersedes the heading, preamble, general terms and all attachments to the Program Requirement 3.5.2 dated August 13, 2002, which is labeled *"Exhibit 3.5.2 Program Requirement for Voluntary Resale of Products and Services By Voluntary Resellers Under the Private Label Solutions Program"*. Program Requirement 3.5.2 - VMU which is labeled *"Exhibit 3.5.2 – VMU Program Requirements for Voluntary Resale of Products and Services by Virgin Mobile USA, LLC (version 7/07/02)"* continues in effect, as amended from time to time, except its label is amended to read *"Program Requirement 3.5.2 – VMU Program Requirements for Resale of Products and Services By Virgin Mobile USA, LLC (version 7/07/02)"*.

Section 3.5.2 to the Management Agreement is amended and restated in its entirety to read as follows: Replaced with § 10 of ADD VII

~~*3.5.2 Resale of Products and Services.* Sprint PCS may choose to offer a resale product under which resellers will resell Sprint PCS Products and Services under brand names other than the Brands, except Sprint PCS may permit the resellers to use the Brands for limited purposes related to the resale of Sprint PCS Products and Services (*e.g.*, to notify people that the handsets of the resellers will operate on the Sprint PCS Network). The resellers may also provide their own support services (*e.g.*, customer care and billing) or may purchase the support services from Sprint PCS. Other terms of the resale program are governed by Program Requirement 3.5.2.~~

Manager will continue to participate in any resale arrangements that, before April 1, 2004, Manager had opted in to under the Program Requirement 3.5.2, effective as of January 1, 2004, and before the amendment to the Program Requirement 3.5.2 by this Addendum, except that those resale arrangements will be governed by Program Requirement 3.5.2 as amended by this Addendum. Compensation for Manager's participation in these resale arrangements will be paid to Manager in accordance with section 10.4.1.1(a)(i) of this agreement, unless compensation was otherwise negotiated between Manager and Sprint PCS (*e.g.*, Virgin Mobile USA).

Manager will participate in all resale arrangements entered into, renewed or extended during the Required Resale Participation Period (regardless of whether Manager was participating in the resale arrangement on or before April 1, 2004) in all cases with compensation being paid to Manager as set forth in section 10.4.1.1(a)(ii) or (iii), whichever is applicable. Additionally, Manager will continue to support resale arrangements entered into, renewed or extended during the Required Resale Participation Period to the end of their respective terms. Sprint PCS agrees that the compensation, payment and other terms and conditions under each resale arrangement entered into, renewed or extended during the Required Resale Participation Period will be the same as the compensation, payment and other terms and conditions applicable to Sprint PCS and each Other Manager with respect to such reseller.

The resale arrangement between Sprint PCS and Virgin Mobile USA will be treated as a new resale arrangement and subject to the compensation set forth in section 10.4.1.1(a)(ii) or (iii), whichever is applicable, if continued after the expiration of the initial term of the arrangement.

Except as required under the regulations and rules concerning mandatory resale, Manager may not sell Sprint PCS Products and Services for resale unless Sprint PCS consents to such sales in advance in writing.

14. **Intra-LATA Calls and Backhaul Services** [NEW]. Section 13 of Addendum I is deleted. Additionally, section 3.7 of the Management Agreement is amended to read as follows:

> 3.7 **Intra-LATA Calls and Backhaul Services.** Manager, acting as a single purchaser, may purchase capacity (including private line capacity) from SCCLP for (a) intra-LATA calls and (b) backhaul services. SCCLP will sell that capacity to Manager at the best price that SCCLP offers to third parties in similar situations when taking into account all relevant factors.
>
> Manager will offer to Sprint PCS or one of its Related Parties the right to make to Manager the last offer to provide capacity for (a) intra-LATA calls and (b) backhaul services for the Service Area Network if:

(i) Manager decides to use third parties for (a) intra-LATA calls and (b) backhaul services rather than self-provisioning the capacity or purchasing the capacity from Related Parties of Manager, and

(ii) Sprint PCS or one of its Related Parties has provided evidence to Manager that SCCLP or one of its Related Parties has facilities to provide the capacity requested.

Manager will deliver to Sprint PCS the terms under which the third party will provide the capacity. For the avoidance of doubt, such information will be deemed Confidential Information under section 12.2. Sprint PCS or one of its Related Parties will have a reasonable time to respond to Manager's request for last offer to provide pricing for capacity for (a) intra-LATA calls and (b) backhaul services, which will be no greater than 5 Business Days after receipt of the request for the pricing and the third party's terms from Manager. Manager will acquire capacity for (a) intra-LATA calls and (b) backhaul services from Sprint PCS or one of its Related Parties if Sprint PCS or one of its Related Parties offers Manager pricing and other terms for (a) intra-LATA calls and (b) backhaul services for the Service Area Network that matches the terms, including pricing, or is better than the terms and lower than the pricing offered by the third party. For purposes of this section 3.7, the term "backhaul" means the provision of services from a cell site of Manager to the corresponding switch associated with the cell site. For avoidance of doubt, backhaul includes both inter-LATA and intra-LATA services.

If Manager has an agreement for these services in effect as of the date Addendum V is signed and the agreement was not made in anticipation of this agreement or Addendum V, then the requirements of this section 3.7 do not apply during the term of the other agreement. If the other agreement terminates for any reason, then the requirements of this section 3.7 do apply from and after the termination.

The requirements of this section 3.7 do not apply at any time with respect to such services so long as such services are provided by a Related Party of Manager or by Valley Network Partnership and so long as Sprint PCS or Manager is a partner of Valley Network Partnership.

15. **Sprint PCS Roaming and Inter Service Area Program Requirements** [NEW]. The second paragraph of section 4.3 is amended to read as follows:

~~Section 10.4.1 sets forth the settlement process that distributes between the members making up the Sprint PCS Network (*i.e.*, Sprint PCS, Manager and all Other Managers) a fee for use of the Sprint PCS Network and the Service Area Network (the "Inter Service Area Fee").~~ Replaced with § 12 of ADDENDUM

16. **Changes to Program Requirements** [NEW].

(a) The first sentence of section 9.2(e) is amended to read as follows:

Manager must implement any changes in the Program Requirements within a commercially reasonable period of time unless Sprint PCS otherwise consents, subject to section 9.3.

(b) The last sentence of section 9.2 is amended to read as follows:

Subject to Sprint PCS' obligation to reimburse Manager under section 9.3, any costs and expenses incurred by Manager in connection with conforming to any change to the Program Requirements during the term of this agreement are the responsibility of Manager.

(c) Section 9.3 is amended to read as follows: → SEE SECTION 6 OF ADDENDUM XVIII FOR WAIVER OF THESE PROVISIONS W/R/T 2.5GHz BUILD OUT

9.3 Manager's Rights regarding Changes to Program Requirements.

9.3.1 Parameters for Required Program Requirement Implementation.

(a) Manager may decline to implement a Non-Capital Program Requirement Change if Manager determines that the Non-Capital Program Requirement Change will satisfy any of the following tests:

(A) individually cause the combined peak negative cash flow of Manager to be an amount greater than 3% of Manager's Enterprise Value, or

(B) when combined with original assessments made under clause (A) above of all other Program Requirement Changes that Sprint PCS announced and Manager agreed to implement or Manager otherwise was required to implement in accordance with section 9.3.4, both within the preceding 12 calendar months, cause the combined cumulative peak negative cash flow of Manager to be an amount greater than 5% of Manager's Enterprise Value, or

(C) individually cause a decrease in the forecasted 5-year discounted cash flow of Manager (at Manager's appropriate discount rate) of more than 3% on a combined net present value basis, or

(D) when combined with original assessments made under clause (C) above of all other Program Requirement Changes that Sprint PCS announced and Manager agreed to implement or Manager otherwise was required to implement in accordance with section 9.3.4, both within the preceding 12 calendar months, cause a decrease in the forecasted 5-year discounted cash flow of

Manager's (at Manager's appropriate discount rate) of more than 5% on a combined net present value basis.

The term "**Non-Capital Program Requirement Change**" means a Program Requirement Change that does not require Manager to make any capital expenditures in excess of 5% of Manager's capital budget as approved by the Manager's board of directors for the fiscal year in which the Program Requirement Change is requested, but does not include changes to the Trademark Usage Guidelines, the Marketing Communications Guidelines, and the Sprint PCS National or Regional Distribution Program Requirements.

If Manager declines to implement any Non-Capital Program Requirement Change, Manager must give Sprint PCS within 10 Business Days after Sprint PCS provides Manager with notice of the Program Requirement Change:

(i) written notice that Manager declines to implement the Non-Capital Program Requirement Change, and

(ii) a written assessment of the impact of the Non-Capital Program Requirement Change on Manager using the parameters set forth in subparagraphs (A) through (D) above.

(b) Manager has the right to decline to implement any Capital Program Requirement Change if Manager determines that the Capital Program Requirement Change will have a negative net present value applying a 5-year discounted cash flow model.

The term "**Capital Program Requirement Change**" means any Program Requirement Change that requires an expenditure of capital by Manager that is greater than 5% of Manager's capital budget as approved by the Manager's board of directors for the fiscal year in which the Program Requirement Change is requested, but does not include changes to the Trademark Usage Guidelines, the Marketing Communications Guidelines, and the Sprint PCS National or Regional Distribution Program Requirements.

If Manager declines to implement any Capital Program Requirement Change, Manager must give Sprint PCS within 10 Business Days after Sprint PCS provides Manager with notice of the Program Requirement Change:

(i) written notice that Manager declines to implement the Capital Program Requirement Change, and

(ii) a written assessment of the impact of the Capital Program Requirement Change on Manager using the parameter set forth above.

Manager must implement a Capital Program Requirement Change if:

(i) the capital requirement associated with such Program Requirement Change is for a network capacity expansion due to a change in a service plan, provided that implementing the Program Requirement Change will not exceed any of the parameters described in section 9.3.1(a), or

(ii) the capital requirement associated with such Program Requirement Change is necessary to comply with network performance standards required under this agreement.

If Manager has the right to decline a Non-Capital Program Requirement Change, Sprint PCS may modify the scope of the Non-Capital Program Requirement Change in all or certain of Manager's markets so that the modified Non-Capital Program Requirement Change does not satisfy any of the tests in section 9.3.1(a), in which case Manager will implement the modified Non-Capital Program Requirement Change. Section 9.3.2 governs any disagreement between the parties regarding the determination if the Non-Capital Program Requirement Change satisfies any of the tests in section 9.3.1(a).

If Manager has the right to decline a Capital Program Requirement Change, Sprint PCS may modify the scope of the Capital Program Requirement Change in all or certain of Manager's markets so that the modified Capital Program Requirement Change does not satisfy the test in section 9.3.1(b), in which case Manager will implement the modified Capital Program Requirement Change. Section 9.3.2 governs any disagreement between the parties regarding the determination if the Capital Program Requirement Change satisfies the test in section 9.3.1(b).

*9.3.2. **Disagreement with Assumptions or Methodology.*** Sprint PCS must notify Manager of any disagreement with Manager's assumptions or methodology within 10 days after its receipt of Manager's assessment under section 9.3.1. Manager will not be required to implement the Program Requirement Change if Sprint PCS fails to notify Manager of any disagreement within this 10-day period unless Sprint PCS requires such compliance under section 9.3.3 below. Either party may escalate the review of the assumptions and methodology underlying the assessment to the parties' respective Chief Financial Officers if Sprint PCS disagrees with Manager's assessment and the parties are unable to agree on the assumptions and methodology within 20 days after Sprint PCS notifies Manager of the disagreement.

The parties will mutually select an independent investment banker in the wireless telecommunications industry ("**Investment Banker**") to determine whether the implementation of the Program Requirement Change will exceed one of the parameters if Sprint PCS and Manager are unable to agree on the assumptions and methodology to perform the calculations within 30 days after Sprint PCS notifies Manager of the disagreement. The American Arbitration Association will select the Investment Banker if the parties do not select the

Investment Banker within 50 days after Sprint PCS notifies Manager of the disagreement. Sprint PCS and Manager will cooperate fully and provide all information that the Investment Banker reasonably requests. But any Investment Banker that the American Arbitration Association selects, and its investment bank, must have no current engagement with either Manager or Sprint PCS and must not have been engaged by either such party within the 12 calendar months preceding the engagement under this section. A business relationship between Manager or Sprint PCS and a commercial bank or other organization affiliated with an investment bank will not disqualify the investment bank. The Investment Banker will have 20 days from the date of engagement to make its decision.

Manager will pay any Investment Banker's fees and implement the Program Requirement Change if the parties agree or the Investment Banker determines that implementing the Program Requirement Change will not exceed any of the parameters described in section 9.3.1.

9.3.3 One or More Parameters Exceeded. Sprint PCS will pay the Investment Banker's fees if the parties agree or the Investment Banker determines that implementing the Program Requirement Change will exceed at least one of the parameters described in section 9.3.1. Sprint PCS may require Manager to implement the Program Requirement Change whether the parties agree or disagree or the Investment Banker determines that implementing the Program Requirement Change will exceed at least one of the parameters described in section 9.3.1, if Sprint PCS agrees to compensate Manager the amount necessary to prevent Manager from exceeding the parameters set forth in section 9.3.1.

9.3.4 Changes with Respect to Pricing Plans and Roaming Program Requirements. Manager will implement a change with respect to the following in the manner requested by Sprint PCS, even if Manager determines that implementing the change will have an adverse impact on Manager that meets or exceeds the tests set forth in section 9.3.1(a) or section 9.3.1(b):

(i) relates to a pricing plan under section 4.4 or a roaming program, and

(ii) Sprint PCS reasonably determines must be implemented on an immediate or expedited basis to respond to competitive market forces.

Manager's implementation of the change will not adversely affect Manager's right to object to the implementation of the change. Manager will continue to comply with the change if the parties agree or the Investment Banker determines (using the procedure described in section 9.3.2) that implementing the change will not exceed any of the parameters described in section 9.3.1(a) or section 9.3.1(b). If Sprint PCS does not successfully challenge Manager's assessment of the adverse impact of the change on Manager in accordance with section 9.3.2, Sprint PCS can require Manager either to:

(i) continue to comply with the change and compensate Manager in the amount necessary to reimburse Manager for any reasonable costs, expenses or losses that Manager incurs as a result of its implementation of the change net of any benefit that Manager receives, to the extent the costs, expenses and losses net of the benefits exceed the parameters set forth in section 9.3.1(a) or section 9.3.1(b), or

(ii) terminate its continued compliance with the change and compensate Manager in the amount necessary to reimburse Manager for any reasonable costs, expenses or losses that Manager incurs as a result of its implementation of the change net of any benefit that Manager receives.

Manager cannot terminate its continued compliance if Sprint PCS elects to require Manager's continued compliance with the change under section 9.3.3 above.

For the avoidance of doubt, Sprint PCS' right to receive revenue under section 9.4 does not apply to any change with respect to which Manager is reimbursed under section 9.3.

(d) A new section 9.7 is added to the Management Agreement:

9.7 Review of Program Requirements; Unilateral Changes.

(a) Within 120 days after the Effective Date of Addendum V Sprint PCS will review all outstanding Program Requirements to determine if they need to be revoked, amended or left in place. Any amendment to a Program Requirement will be implemented in accordance with section 9.2, subject to section 9.3 with respect to amendments.

(b) Sprint PCS and Manager will in good faith attempt to mutually agree on how to mitigate the adverse economic impact on Manager of the exercise of any unilateral right of Sprint PCS under this agreement, the Services Agreement and either Trademark License Agreement to the extent Manager believes such change will have a significant adverse economic impact on Manager's operations, except with respect to changes involving Sprint PCS National or Regional Distribution Program Requirements. For purposes of clarification, the parties intend the preceding sentence to obligate them to a robust discussion and open dialogue but understand the discussion and dialogue may not lead to any particular solution of the issues raised by Manager or Sprint PCS. By way of illustration, under the second preceding sentence if Manager believed that the exercise of the unilateral right to change the Trademark Usage Guidelines or the designation of Sprint PCS Products and Services had an adverse economic impact on Manager, then Manager and Sprint PCS will

in good faith attempt to mutually agree on how to mitigate the adverse impact on Manager.

(c) Sprint PCS will use reasonable efforts to discuss with Manager new proposed pricing plans and marketing initiatives and other significant proposed changes in business operations. Sprint PCS will consider reasonable requests by Manager to opt out of pricing plans and marketing initiatives. Nothing in this Addendum V is intended to supersede prior agreements between Sprint PCS and Manager with respect to current pricing plans and promotions, but subsequent significant changes to such prior pricing plans and promotions are subject to the terms of this Addendum V.

(f) A new section 9.8 is added to the Management Agreement.

9.8 Breach for Failure to Implement Program Requirement.

Manager will be in material breach of a material term and Sprint PCS may exercise its rights under section 11 if Manager declines to implement a Program Requirement when required to do so under this agreement, subject to Manager's rights under section 11.3.3.

17. **Fees** [NEW]. Article 10 of the Management Agreement is amended to read as follows:

10. FEES

10.1 General. Sprint PCS and Manager will pay to each other the fees and apply the credits in the manner described in this section 10. The amounts that Sprint PCS is paid or retains are for all obligations of Manager under this agreement. Many of the definitions for the fees in section 10.2 are found in section 10.3.

10.2 Fees.

10.2.1 Fee Based on Billed Revenue. Sprint PCS will pay to Manager the Fee Based on Billed Revenue as determined in this section 10.2.1.

"Billed Revenue" is all customer account activity (*e.g.*, all activity billed, attributed or otherwise reflected in the customer account but not including Customer Credits) during the calendar month for which the fees and payments are being calculated (the **"Billed Month"**) for Sprint PCS Products and Services related to all Customer accounts within a customer service area ("CSA") assigned to the Service Area, except (i) Outbound Roaming Fees, (ii) amounts handled separately in this section 10 (including the amounts in sections 10.2.3 through 10.2.6, 10.4 and 10.8), (iii) amounts collected from Customers and paid to governmental or regulatory authorities (*e.g.*, Customer Taxes and USF Charges),

Replaced with §3 of ADD VIII

REPLACED BY §6 OF ADDENDUM XI

SEE §3 OF ADD XVII

SEE ALSO §4 OF ADD XVII

AND §10 OF ADDENDUM XII