Customer Credits) during the calendar month for which the fees and payments are being calculated **(the "Billed Month")** for (A) Sprint PCS Products and Services and (B) PowerSource Products and Services related to all Customer accounts assigned to the Service Area, except (i) Outbound Roaming Fees, (ii) amounts handled separately in this section 10 (including the amounts in Section 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) and (iv) other amounts identified in this agreement as not included Billed Revenue (these Customer Accounts being **"Manager Accounts"**).

4. A new section 10.2.7 is hereby added to the Management Agreement:

Manager will pay the PowerSource Fee for each PowerSource Phone that is activated during any month in a CSA assigned to the Service Area, regardless of when the PowerSource Phone is subsequently deactivated (including, specifically, but not limited to any deactivation arising from an early termination or return of a phone by a customer or fraudulent sales of PowerSource Phones). The PowerSource Fee will not be reduced by any Allocated Write Off. Sprint may credit the amounts due to Manager under this Section 10 for any month by the amount of the PowerSource Fee due to Sprint PCS or a Related Party for that month.

REPLACED BY ADD. IX

SEE §5 OF ADD X, ADD XI - §7, ADD XII - §11, ADD XIV - §5

5. The first sentence of Section 10.3.2.2 of the Management Agreement is deleted and replaced with the following:

The reductions of amounts billed to Manager Accounts related to the sale of handsets and handset accessories from Sprint PCS inventory (including PowerSource Phones and related accessories) are referred to as **"Customer Equipment Credits."**

REPLACED BY §6 OF ADDENDUM X

6. Section 10.3.2.5 of the Management Agreement is deleted in its entirety and replaced with the following:

10.3.2.5 Customer Equipment Charges. The amount that Sprint PCS bills to Manager Accounts for subscriber equipment and accessories sold or leased (including PowerSource Phones and related accessories) are referred to as **"Customer Equipment Charges"**.

REPLACED BY §7 OF ADDENDUM X

7. The first sentence of Section 10.10 of the Management Agreement is replaced with the following:

~~Each Business Day, Manager will deposit into bank accounts and authorize Sprint PCS or a Related Party that Sprint PCS designates to sweep from such accounts the amounts collected from Customers on behalf of Sprint PCS and its Related Parties for the Sprint PCS Products and Services and PowerSource Products and Services.~~

REPLACED BY §8 OF ADDENDUM X

8. The following are new definitions on the Schedule of Definitions:

"iDEN Network" means the wireless network operated by Related Parties of Sprint PCS in the 800 MHz and 900 MHz spectrum range utilizing iDEN technology.

"PowerSource Fee" means a one-time fee of $120 that Manager pays to Sprint PCS (or a Related Party designated by Sprint PCS) for each PowerSource Phone that is activated during any month in a CSA assigned to the Service Area.

"PowerSource Products and Services" means those telephones that Sprint PCS elects to market under the PowerSource brand name that provide voice and data capabilities on the Sprint PCS Network and push to talk capability on the iDEN Network operated by Related Parties of Sprint PCS ("PowerSource Phones"), together with the wireless services accessible from a PowerSource Phone that use the iDEN Network and accessories for the PowerSource Phones.

9. **Manager and Sprint PCS' Representations.** Manager and Sprint PCS each represents and warrants that its respective execution, delivery and performance of its obligations described in this Addendum have been duly authorized by proper action of its governing body and do not and will not violate any material agreements to which it is a party. Each of Manager and Sprint PCS also represents and warrants that there are no legal or other claims, actions, counterclaims, proceedings or suits, at law or in arbitration or equity, pending or, to its knowledge, threatened against it, its Related Parties, officers or directors that question or may affect the validity of this Addendum, the execution and performance of the transactions contemplated by this Addendum or that party's right or obligation to consummate the transactions contemplated by this Addendum.

10. **Counterparts.** This Addendum may be executed in one or more counterparts, including facsimile counterparts, and each executed counterpart will have the same force and effect as an original instrument as if the parties to the aggregate counterparts had signed the same instrument.

The parties have caused this Addendum VIII to be executed as of the date first above written.

SPRINT SPECTRUM L.P.

By:_____
Name: Thad D. Langford
Title: vice President

WIRELESSCO, L.P.

By:_____
Name: Thad D. Langford
Title: vice President

APC PCS, LLC

By:_____
Name: Thad D. Langford
Title: vice President

PHILLIECO, L.P.

By:_____
Name: Thad D. Langford
Title: vice President

SPRINT COMMUNICATIONS COMPANY L.P.

By:_____
Name: Thad D. Langford
Title: vice President

NEXTEL COMMUNICATIONS, INC.

By: _____
Name: Todd A. Rowley
Title: Vice President

SHENANDOAH PERSONAL COMMUNICATIONS COMPANY

By: _____
Name: EARLE A. MACKENZIE
Title: EVP/COO

# Addendum IX
# to
# Sprint PCS Management Agreement

Dated as of April 14, 2009

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 IX (this "Addendum") contains amendments to the Sprint PCS Management Agreement, dated November 5, 1999, between 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.) The Management Agreement was 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,

(5) Addendum V dated as of January 30, 2004,

(6) Addendum VI dated as of May 24, 2004,

(7) Addendum VII dated as of March 13, 2007, and

(8) Addendum VIII dated as of September 28, 2007.

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 or the Schedule of Definitions. The Management Agreement, the Services Agreement, the Trademark License Agreements, the Schedule of Definitions and all prior addenda continue in full force and effect, except for the 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.

This Addendum is effective on January 1, 2009 (the "Effective Date").

On the Effective Date, the Management Agreement, the Schedule of Definitions and the Services Agreement are amended as follows:

1. Sprint PCS has built a cell site in the Service Area near Shepherdstown, West Virginia. Sprint PCS and Manager want to delete the area around that cell site from the Service Area. As of the Effective Date, the narrative description and the coverage maps attached to this Addendum as Exhibit 2.1 supersede the narrative description and coverage maps of Exhibit 2.1 attached to Addendum III of the Management Agreement and supplemented on July 17th, 2002 by a supplemental Build-out Plan Description and a new Build-out Plan Map. The table portion of Exhibit 2.1 attached to Addendum III of the Management Agreement is not being updated.

2. The following paragraphs are added as the second and third paragraphs of Section 3.1 of the Management Agreement:

> EVDO Products and Services and Q-Chat Products and Services have not been designated as a Sprint PCS Products and Services since Sprint PCS has not at this time required that Manager and the Other Managers provide such services. Sprint PCS reserves the right to designate EVDO Products and Services and Q-Chat Products and Services as Sprint PCS Products and Services. Manager may elect to provide EVDO Products and Services in portions of the Service Area and, after Sprint PCS launches Q-Chat Products and Services, Manager may also elect to provide Q-Chat Products and Services in portions of the Service Area on the terms contained in this and the next two paragraphs.
>
> Attached is Schedule 3.1, Optional Table A, which describes certain EVDO Products and Services and Schedule 3.1 Optional Table B, which describes certain Q-Chat Products and Services. If Manager elects to provide EVDO Products and Service in a portion of the Service Area, Manager must provide all the products and services listed in Optional Table A of Schedule 3.1 in that portion of the Service Area. If Manager elects to provide Q Chat Products and Services in any portion of the Service Area, Manager must also provide EVDO Products and Service in such portion of the Service Area and must provide all the products and services listed on both Optional Tables A and B of Schedule Exhibit 3.1. Any products and services listed in Optional Tables A or B of Schedule 3.1 that Manager is obligated to provide will be treated as if they were Sprint PCS Products and Services so long as Manager is obligated to provide such products and services. Sprint PCS may revise Optional Tables A and B of Schedule 3.1 in the same manner as the Sprint PCS Products and Services listed on Exhibit 3.1 may be revised. Manager's

REPLACED BY ADDENDUM X

sale of EVDO Products and Services and Q-Chat Products and Services must comply with any Program Requirements that Sprint PCS may adopt relating to such products and services and Manager must offer and support all Sprint PCS pricing plans adopted by Sprint PCS for such services, as provided in Section 4.4 of this Management Agreement.

Manager may not utilize any confidential iDEN subscriber information of Sprint PCS in connection with the sale of Q-Chat Products and Services and may not engage in any direct marketing campaigns that are designed specifically to induce those customers that purchased iDEN Products and Services from Related Parties of Sprint PCS to switch to Q-Chat Products and Services. Sprint PCS may elect to brand and market the Q-Chat Products and Service as Nextel Direct Connect or under any other brand selected by Sprint PCS, and Manager shall have the right to use the Nextel Direct Connect brand or such other brand as Sprint PCS selects in connection with such service. If Manager elects to sell Q-Chat Products and Services, the Trademark License Agreements will be amended to permit Manager to use the applicable Licensed Marks.

SEE ADD XIV §2

Section 2.3(d)(i) of the Management Agreement is deleted in its entirety and replaced with the following:

REPLACED BY §1 OF ADDENDUM X

(i) Sprint PCS may cause Sprint PCS Products and Services to be sold in the Service Area through the Sprint PCS National Accounts Program Requirement and the Sprint PCS National or Regional Distribution Program Requirements and may allow its distributors of iDEN Products and iDEN Services in the Service Area to sell Sprint PCS Products and Services and, if applicable, EVDO Products and Services and Q-Chat Products and Services to customers that previously purchased iDEN Products and/or iDEN Services.

REPLACED BY §2 OF ADDENDUM XI.

3. Section 10.2.7 of the Management Agreement is deleted in its entirety and replaced with the following:

Manager will pay the PowerSource Fee for each PowerSource Phone that is activated during any month in a CSA assigned to the Service Area, regardless of when the PowerSource Phone is subsequently deactivated (including, specifically, but not limited to any deactivation arising from an early termination or return of a phone by a customer or fraudulent sales of PowerSource Phones); provided that Manager will not pay the Power Source Fee for a PowerSource Phone that is activated as a replacement for a PowerSource Phone that is damaged or defective. The PowerSource Fee will not be reduced by any Allocated Write Off. Sprint PCS may credit the amounts due to Manager under this Section 10 for any month by the amount of the PowerSource Fee due to Sprint PCS or a Related Party for that month.

REPLACED BY §5 OF ADDENDUM X SEE ALSO ADD XI, ADD XII, ADD XIV

4. Section 3.2.2(a) of the Services Agreement is deleted in its entirety and replaced with the following:

(a) At any time prior to June 30, 2010, if any party believes in good faith that the Net Service Fee necessary to (i) permit Sprint PCS to recover its reasonable costs for providing the Services to Manager and, if applicable, the Other Managers; (ii) reflect changes in wholesale usage, roaming patterns and travel patterns in accordance with

Section 3.2.2(m); (iii) permit Shentel to recover its reasonable costs of providing tier 1 and tier 2 customer care for IDEN Products and Services pursuant to the Distribution Agreement and (iv) permit Sprint PCS to recover the costs of commissions and subsidies paid to distributors of iDEN Products and Services located in the Service Area that sell Sprint PCS Products and Services, and, if applicable, EVDO Products and Services and Q-Chat Products and Services to customers assigned to Manager's CSA (an "Appropriate Net Service Fee") is more than two (2) full percentage points higher or lower than the Net Service Fee then in effect, then such party may initiate a review of the Net Service Fee by delivering written notice (a "Review Notice" and the date upon which such Review Notice is delivered, the "Review Notice Date") to the other party, including its proposed Appropriate Net Service Fee. With respect to any Review Notice delivered by Sprint PCS, Sprint PCS shall include with such delivery copies of excerpts of such books, records and supporting documentation as may be reasonably necessary or appropriate for Manager to verify such calculation of the Appropriate Net Service Fee. For purposes of illustration, in order to initiate a Review Notice during 2007, Sprint PCS must believe in good faith that the Appropriate Net Service Fee is greater than 10.8%, and in order to initiate a Review Notice during 2007, Manager must believe in good faith that the Appropriate Net Service Fee is less than 6.8%.

5. The Schedule of Definitions is revised to include the following:

**"EVDO Products and Services"** means all types of categories of wireless products and services that are enabled by installation of software release EVDO Rev A Release 4 that are designated for sale by Sprint PCS, excluding, however, Q-Chat Products and Services.

**"Q-Chat Products and Services"** means all types of categories of wireless products and services that are enabled by installation of software release EVDO Rev A Release 5 that are designated for sale by Sprint PCS.

6. **Manager and Sprint PCS' Representations.** Manager and Sprint PCS each represents and warrants that its respective execution, delivery and performance of its obligations described in this Addendum have been duly authorized by proper action of its governing body and do not and will not violate any material agreements to which it is a party. Each of Manager and Sprint PCS also represents and warrants that there are no legal or other claims, actions, counterclaims, proceedings or suits, at law or in arbitration or equity, pending or, to its knowledge, threatened against it, its Related Parties, officers or directors that question or may affect the validity of this Addendum, the execution and performance of the transactions contemplated by this Addendum or that party's right or obligation to consummate the transactions contemplated by this Addendum.

7. **Counterparts.** This Addendum may be executed in one or more counterparts, including facsimile counterparts, and each executed counterpart will have the same force and effect as an original instrument as if the parties to the aggregate counterparts had signed the same instrument.

The parties have caused this Addendum IX to be executed as of the date first above written.

SPRINT SPECTRUM L.P.

By: _____
Name: Rob Bryant
Title: VP-Operations

WIRELESSCO, L.P.

By: _____
Name: Rob Bryant
Title: VP-Operations

APC PCS, LLC

By: _____
Name: Rob Bryant
Title: VP-Operations

PHILLIECO, L.P.

By: _____
Name: Rob Bryant
Title: VP Operations

SPRINT COMMUNICATIONS COMPANY L.P.

By: _____
Name: Rob Bryant
Title: VP Operations

SHENANDOAH PERSONAL
COMMUNICATIONS COMPANY

By: _____
Name: _____
Title: _____

# Shentel Addendum IX
## Exhibit 2.1
## Build-out Plan Description

{{BEGIN HIGHLY CONFIDENTIAL}}

## *Shentel Exhibit 2.1 Build-out Coverage Map*

{{END HIGHLY CONFIDENTIAL}}

# Exhibit 3.1
# Sprint PCS Products and Services

The following matrix represents the list of the required Sprint PCS Products and Services to be supported in Affiliate markets with a brief description of the products/services and their respective high-level requirements. Detailed technical documentation descriptions for recently deployed or soon to be deployed Sprint PCS Products and Services are available in a restricted area of the Affiliated Web Site. (Path: Affiliate File Index > Management Agreement > Exhibit 3.1 Sprint PCS Products & Services). If there is a need for archived documentation for legacy products/services, the Affiliate POC can request an archived PRD for their review. This Affiliate Web Site based Management Agreement Exhibit supersedes all other previous versions of Exhibit 3.1.

Date Published: March 13, 2009
Previous Version Date: June 24, 2008

Double Click to go to the Change Control Log

## 3G Products/Services:

| Product/Service | Description | Affiliate Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Phone As Modem | Ability to connect computer/laptop to a handset and use as a modem for data traffic. | Yes | 10/20/05 | Phase I<br><br>10/20/05 | • Requires Connection Manager Software and USB Cable Kit.<br>• Connection Manager software and device drivers can be downloaded from the sprint website.<br>• Requires an EVDO Vision capable device.<br>• Service will work in both 1XRTT and EVDO networks. | |
| | | | | Phase II<br><br>See NPI Note 1 | • Ability to distinguish between handset versus tethered data traffic. Unique NAI realm supported to identify PAM traffic.<br>• Requires provisioning to establish data traffic connection.<br>• Capability for billing, hotlining, and network systems to detect and capture usage. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Activity Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Connection Manager | A 3G application that establishes connectivity between the subscriber device and the Sprint PCS 3G Network. | Yes | 6/7/02 | 8/11/02 | • Ability to support numerous operating systems. Ie. Windows 2000, ME, XP, and 98.<br>• Supported by numerous host devices including: Laptops, Pocket PC 2000, Pocket PC 2002, IPAQ, HP 560 Series, Casio E200 and HP 720 Series.<br>• User Interface will be similar across all platforms.<br>• Ability to dial a phone number on the 3G Network at landline or 56 kbps like speeds. Software client will include high speed RAS capability.<br>• Connectivity options include a default connection to the Internet with Network based bandwidth optimization.<br>• Ability to access additional/future networks, including Sprint dial IP and Wi-Fi (802.11) networks. | |
| Wireless ISP | Provides Sprint PCS 3G customers with the ability to browse the internet on their handset, and the ability to wirelessly connect their PDA or Laptop to the Internet. | Yes | 6/7/02 | 8/11/02 | • Laptop & PDA connectivity via handset or data card for Internet connectivity.<br>• Ability to browse the Internet with next generation handset browsers.<br>• Ability to use the Sprint PCS 3G e-mail product for their e-mail.<br>• Bandwidth Optimization to increased throughput. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Business Connection – Enterprise Edition | Provides secure connectivity to email, contacts and calendar running on an enterprise network, i.e. behind their firewall. | Yes | 6/7/02 | 8/11/02 | • Support existing product features of Business Connection – Personal Edition<br>• Provide server based support of applications. | |
| | | | 10/10/03 | 2/10/04 | • Ability to support Microsoft Pocket PC and Pocket PC Phone Edition platforms.<br>• Support of Pocket PC devices, Client auto-updates, data obliteration of BC data, background sync, and POP3/IMAP mail.<br>• Ability for the client to detect new product feature version and auto-install via OTA.<br>• Ability to erase all email and BC account data stored on device.<br>• Ability to access other applications while synchronizing.<br>• Multiple inbox support allowing access to corporate mail and two other Internet-based mailboxes. [POP3/IMAP mail]<br>• Ability to view email attachments in plain text on Palm, WAP, and Pocket PC devices. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 7/13/04 | 7/26/04 | • Ability to support Calendar sync functionality.<br>• Ability to accept of decline meeting makers directly from the device. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Business Connection – Server Edition | Business Connection product suite with end to end encryption from the enterprise network to the subscriber's device with software downloaded, installed, and maintained on the Enterprise's server. | Yes | 11/10/03 | 2/10/04 | • Access to users corporate email accounts with ability to read, compose, reply, forward, delete, and access mail folders.<br>• Access to personal and corporate contact lists.<br>• Access to personal calendar.<br>• Support of all existing product features of Business Connection – Enterprise Edition. [Excluding POP3/IMAP mail support]<br>• Ability to support Microsoft Pocket PC and Pocket PC Phone Edition platforms.<br>• Support of Pocket PC devices, Client auto-updates, data obliteration of BC data, background sync.<br>• Ability for the client to detect new product feature version and auto-install via OTA.<br>• Ability to erase all email and BC account data stored on device.<br>• Ability to access other applications while synchronizing.<br>• Ability to view email attachments in plain text on Palm, WAP, and Pocket PC devices.<br>• Enterprise security and manageability via a behind-the-firewall solution.<br>• Secure mobile access to enterprise email/contact information on Exchange 5.5 and Exchange [illegible] | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 7/13/04 | 7/26/04 | • Ability to support Calendar sync functionality.<br>• Ability to accept of decline meeting makers directly from the device. | |
| PCS Data Link for Mobile Access (Formerly PCS Data Link) | Allows the ability via a Sprint PCS Connection Card with a compatible mobile device to connect with Sprint MPLS VPN, Sprint Link Frame Relay, or CPE VPN through an IPSec connection. | Yes | 7/16/03 | 9/17/03 | • Ability to connect to Frame Relay (FR) or Virtual Private Networks (VPN).<br>• Access to both Sprint and Enterprise AAA supporting RADIUS protocol.<br>• Must support optimization servers. | |
| | | | 08/05/05 | 10/28/05 | • Supports EVDO where available.<br>• Static IP Addressing.<br>• Private wireless connection to Enterprise WAN.<br>• Customer Specific / Provided IP address pools.<br>• Local Authentication via Sprint or Customer Hosted AAA server.<br>• Sprint Hosted RADIUS Authentication<br>• Hosted realms to the DataLink AAA. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Wireless Local Access [PCS Data Link for Wireless Wan] | Ability via a Sprint-certified CDMA modem to leverage Sprint PCS Data Link as a primary connection or backup to a wireline access to a Sprint MPLS VPN, Sprint Link Frame Relay, or CPE VPN through an IPSec connection. | Yes | 08/05/05 | See NPI Note 1 | • Supports EVDO, where available and with EVDO modem.<br>• Static IP (optional when used as backup).<br>• CPE-support including onsite installation and break fix.<br>• MNS (only available when used as a primary access).<br>• Local Authentication.<br>• IP Address Pools.<br>• Options for CDMA modems including future EVDO modems. | |
| Picture Mail | Provides wireless, cost effective, image communication by leveraging the enhanced features and functionality of digital imaging devices with network based platforms, integrated data vaults and more advanced photo-sharing systems. | Yes | 6/7/02 | 8/11/02 | • Ability to capture images via capture devices.<br>• Ability to view, delete and send images from the handset.<br>• Utilize vendor-hosted address book functionality to send images.<br>• Ability to upload images to online image "vault".<br>• Provide access to "wired" service via Mobile Portal.<br>• Support customer ID/password authentication at vendor site.<br>• Ability to manage and manipulate images online. | |
| | | | 8/5/05 | Launched | • Support Intercarrier Picture mail functionality. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Video Mail (Consumer) | Provides wireless, cost effective, video communication by leveraging the enhanced features and functionality of video capable devices with network based platforms, integrated data vaults and more advanced photo-sharing systems. | Yes | 11/10/03 | 11/24/03 | • Ability to capture up to 15 seconds of Video via video capable devices.<br>• Ability to view, delete and send videos from the device.<br>• Utilize vendor-hosted address book functionality to send videos.<br>• Ability to upload videos to online image/video "photo album".<br>• Provide access to "wired" service via Mobile Portal.<br>• Support customer ID/password authentication at vendor site.<br>• Ability to manage and manipulate videos online. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| 3G Gaming | 3G Gaming capability on the Sprint PCS 3G network. | Yes | 07/08/02 | 08/11/02 | • Ability to support gaming on the 3G high-bandwidth network via enhanced 3G devices.<br>• Per Event or monthly subscription Billing on the Sprint PCS invoice.<br>• Ability to bill customers on behalf of a 3rd party gaming content provider.<br>• Ability to purchase games through the Sprint PCS Mobile Portal or Wireless Web via mobile devices.<br>• Support of Mall, Content Catalog, and Vault functionality/features.<br>• Support of premium content, downloadable, Java games.<br>• Ability to download game clients to interface with a remote game server or connect to a gaming server with all game data transferred in real-time.<br>• Ability to support multi-player games. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Ringers and Screen Savers | Personalization of handsets by downloading ring tones and screen savers to 3G devices. | Yes | 07/08/02 | 08/11/02 | • Ability to support new, robust animated ringers and screen savers via the 3G high-bandwidth network and enhanced 3G devices.<br>• Ability to purchase ringers and screen savers on a per event basis and charge to the customer's Sprint PCS invoice.<br>• Ability to purchase through the Sprint PCS Mobile Portal or the Wireless Web on mobile devices.<br>• Ability to store purchased content in on-line vault.<br>• Support of Mall, Content Catalog, and Vault functionality features. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Call Tones | Call Tones (ringbacks) are effectively "ringtones in reverse". When a caller places a call to a PCS customer that has purchased Call Tones, they will hear a customized message, music clip, or sound effect ("Call Tone") instead of the standard ringback sound generated by the network. | Yes | 3/1/06 | See NPI Note 1 | • Ability to customize ringbacks with customized messages, music clips, or sound effects.<br>• Ability to purchase Call tone content via both the Wired and Handset.<br>• Ability to assign specific Call Tone to individual caller, group of callers, or as a default to all callers.<br>• Call Tone Content which is purchased is available for a pre defined amount of time.<br>• Ability for customer to preview (play) Call tones prior to purchase via Wired Sprint.com site.<br>• Ability to store via Manage Page purchased Call Tone content.<br>• Product functionality will be supported for 3G Vision devices as well as EVDO devices.<br>• Ability to bill customers on behalf of a 3rd party content provider. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Streaming Multimedia | Provides Sprint PCS customers the ability to stream audio, video, and combined audio/video content to their device. | Yes | 7/13/04 | 8/9/04 | • Provide streaming video, audio and combined audio/video content to capable PCS devices.<br>• Content delivered at speeds up to 15 frames per second.<br>• Requires a Vision Multimedia Phone embedded with a Multimedia player within the device.<br>• Provides ability to access sanctioned and unsanctioned content.<br>• Ability to bill customers on behalf of 3rd party Multimedia content providers.<br>• Ability to purchase Multimedia content via the Media Player.<br>• Support Multimedia Gateway network infrastructure. | |
| On Demand [VisionCast] | Provides fresh content on demand on EVDO devices per customer preferences including the ability for customer to request channel information such as news, weather, sports, etc.. | Yes | 10/20/05 | 10/31/05 | • Initial product offering includes five basic channels (News, Sports, Weather, Money and Movies), and four premium services channels (Dictionary, Directory, Maps and TV Guide).<br>• Ability to purchase Premium Channels via Vault (SPDE).<br>• Cell Sector Location - Based Services are included in many channels.<br>• Ability to automatically configure some channels (weather, sports, movies) based off zip code entered.<br>• Requires a EVDO Vision capable device with Java application built into handset.<br>• Service will work in both 1XRTT and DO networks. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Mobile Internet – User Interface [EVDO] | Provides customers a downloadable UI theme skin bundled with multiple personalization products/services. Provides customers the ability to further personalize the look and "feel" of their devices. | Yes | 3/1/06 | See NPI Note 1 | • Ability for customers to personalize their device to reflect their personality, lifestyle or interest. (e.g. favorite music artist, football team, current holiday, etc...)<br>• Allow the customer the ability to preview the theme prior to purchasing it.<br>• Support over-the-air download of theme content.<br>• Ability to bill for premium content purchased.<br>• Requires an EVDO capable device with Themes application built into handset.<br>• Service will work in both 1XRTT and DO networks. | |
| Mobile Music [EVDO] | The ability to purchase and listen to music services with your EVDO Vision capable device | Yes | 10/20/05 | 10/31/05 | • Ability to browse, preview, purchase, play, and download full music tracks.<br>• Support over-the-air download of music.<br>• Ability to bill for premium Music Services purchased.<br>• Ability to download a copy of purchased tracks from the Sprint Music Store PC website to play on a PC or burn to a CD.<br>• Requires an EVDO Vision capable device.<br>• Service will work in both 1XRTT and DO networks. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Downloadable Premium Applications | Ability to download/purchase a variety of J2ME applications through Sprint PCS Mobile Portal or Wireless Web via mobile devices | Yes | 10/10/03 | Launched | • Per event or monthly subscription billing on the Sprint PCS invoice.<br>• Ability to bill customers on behalf of a 3rd party gaming content provider.<br>• Support of Mall, Content Catalog, and Vault functionality/features.<br>• Ability to download application clients to interface with a remote servers with data being transmitted in real time. | |
| Text Alerts | SMS based service that will allow customers to sign up for scheduled delivery of SMS messages from a number of categories including news, sports, weather, or horoscopes. | | 8/5/05 | 10/12/05 | • Ability to sign up via Sprint branded, LightSurf hosted registration site.<br>• Ability to choose alerts to deliver and at what times of the day.<br>• Ability to set blackout periods and vacation times during which messages are not delivered.<br>• Standard SMS charges apply. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Location Based Services | Provides device location to support applicable products and services. | Yes | 7/13/04 | 8/19/04 | • Ability for subscribers to initiate request for location services.<br>• Capability to provide subscriber location information to vendors. Ex: DA Vendor, Roadside Rescue, Sprint Application partners, etc.<br>• Each location request is good only for the duration of that particular service call.<br>• Location information will be provided anonymously or the subscriber's consent must be obtained before their location is requested from the network.<br>• Provides GPS-enabled location handsets precision witin 50 meters.<br>• For non-GPS enabled handsets, location will be cell/sector (approximate) location.<br>• Support select downloadable Java applications available to Vision subscribers. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 8/05/05 | 9/2/05 | • Provide MIDP 2.0 Java applications with handset based (i.e.: User Plane) precision location data. | |
| Wireless Telemetry | Ability to transmit data gathered by instruments or measurement devices at remote locations to a central control location using low cost packet-data access. Two separate models exist: Direct and Indirect. Within the Direct Model the end-user has the billing relationship with Sprint PCS and we only support the 1st level of "billing" customer care. The Affiliates have the option of opting-in to support the Indirect Model. | Yes | 6/7/02 | Launched | • Must be 3G-1XRTT compatible.<br>• Provide IP rating and billing capability<br>• Billing by Byte/KB<br>• Provisioning/Activation of 3G data only device<br>• Must operate within both a 2G and 3G environment. | |
| Business Mobility Framework | Web services gateway that exposes network information and services to Third Party Application (TPA) servers that are developed by corporate IT departments or Sprint Partners (Systems Integrators and | Yes | 11/1/04 | 12/27/04 | • Provides any available location and/or presence information of devices to authorized external customer applications.<br>• Provides SMS service to forward text messages from authorized external customer applications. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| | Independent Software Vendors). | | 04/27/05 | See NPI Note 1 | • Provides precise location information of authorized devices on the network regardless of device state.<br>• Provides the ability to set an event to be notified of changes on an authorized device state over a period of up to four hours.<br>• Provides the ability to set an event to be notified of changes on an authorized device location over a period of up to four hours.<br>• Provides the ability to send a voice alert (a recorded message) to any 10 digit telephone number.<br>• Provides access to the Sprint network using Parlay standards.<br>• Provides high level security for authentication to the network and authorization of targeted devices.<br>• Provides for Sprint to automate provisioning for BMF service.<br>• Provides administrative functions to corporations via a web portal. Some examples of these functions include device authorization, service authorization, and group functionality. (Telecom Managers Portal)<br>• Provides Sprint the ability to charge customers for API transactions per event, flat rate, or flat rate plus overage. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Airave | A mini base station that creates a CDMA signal up to 5,000 sq ft location which includes unlimited domestic calling while within the coverage area of the device. | Yes | 7/13/08 | 7/13/08 | • Ability to use wireless service in an indoor location that has coverage issues from the macro network.<br>• Supports up to 3 active/simultaneous users at a time.<br>• Ability for the user/owner/administrator to modify (add or exclude) user access.<br>• Compatible with any Sprint CDMA handset on the macro network.<br>• Provides customers reliable coverage while not being affected by weather, topography/geography, or other temporary conditions.<br>• Support flat rate billing plans. Requires customer to subscribe to an unlimited calling MRC (Single/Multi-line MRC's available).<br>• Device is self-installed and easily connects to customers existing Cable/DSL modem or router.<br>• Provides active Handoff from Airave to macro network. I.e. call will not drop.<br>• Provides 911 support functionality. Call back number, Address of Airave device, Latitude/Longitude or Airave device. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| ReadyLink | Allows an individual to instantly connect to another individual or group that is pre-defined as part of the "Instant Call" list. | Yes | 11/01/02 | 11/16/03 | • Must support the following two communications modes: One-to-one in which the initiator calls one individual and One-to-many in which the iniator calls members of a predefined group.<br>• Communication is half-duplex (walkie-talkie style).<br>• Instant call set-up support.<br>• Supported via mobile IP (voice over IP), in a 3G environment. 3G air interface, network elements, and IT infrastructure necessary to support packet (IP) data.<br>• Ability to instantly and easily (push a button) connect with other individuals or groups who subscribe to the service<br>• Support of PTT handsets with button on side of handset to provide call initiation and control of floor. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| BlackBerry by RIM | Email solution that provides customers connection with secure, wireless access to a full suite of business applications including email, corporate data, phone, SMS, web and organizer features via BlackBerry devices. | Yes | 11/1/04 | 11/15/04 | • Four required components: Wireless device, BlackBerry Desktop Software, BlackBerry Enterprise Server (BES) software, and Sprint PCS Wireless Service (Voice and Data).<br>• Wireless services supported on the Sprint PCS network include: Voice, two-way SMS, Data, Wireless email, calendar, and Internet Browsing. [Note: Sprint PCS Vision Services will not be available with BlackBerry solution]<br>• Wireless email, calendar, and Internet Browsing require BES software.<br>• Enables always-on/push-based access to email, corporate data stores and enterprise applications.<br>• Supports Microsoft Exchange or Lotus Domino™ corporate email servers.<br>• Provide seamless integration with existing enterprise email accounts.<br>• Provides IT departments with simplified management and centralized control of the wireless environment.<br>• Additional features include: Wireless calendar synchronization, Attachment viewing, and Remote address lookup. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 06/30/05 | 6/13/05 | • Must support all devices and associated device feature functionality.<br>• Mobile IP device which uses vision NAI (user@sprintpcs.com). | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| GoodLink | GoodLink is a wireless email product that provides mobile users with a wirelessly synchronized connection to their company servers. | Yes | 6/30/05 | 7/11/05 | • Provides real-time access to Microsoft® Outlook® applications and Web-enabled enterprise systems including ERP, CRM, SCM and corporate intranets<br>• Provides Wireless "push" email<br>• Provides Wireless calendar<br>• Provides Remote Address Lookup<br>• Provides Security<br>• Provides IT Policy Management | |
| Sprint Managed Mobility Services (SMMS) | A complete portfolio of bundled services including security management, device management, PCS shared minutes, provisioning / fulfillment, asset management, billing management, plan maintenance, volume discounts, and premium support for corporate liable business customers. | Yes | 3/18/05 | 3/14/05 | • Device Password enforced use of power-on password<br>• Device Disablement protects data by zapping or locking the device remotely<br>• Installs device clients over the air (OTA)<br>• Billing management tool supports multiple carriers delivering visibility into wireless users, usage, devices and billing costs<br>• Ability to view mobile communication assets including who has them, what service plan is enabled, who is providing service.<br>• 2 Business day SLA on Plan Maintenance questions<br>• 24 hour device and accessories fulfillment commitment | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| SMS Voice Messaging | A non-voicemail platform service to send SMS voice messages without initiating a conversation or interrupting the other party. SMS Voice Messaging provides customers with a voice alternative for SMS Messaging. | Yes | 3/18/05 | 11/22/04 | • Requires a SMS Voice Messaging enabled handset to create voice messages.<br>• Third party server to upload, process and deliver messages to a variety of devices.<br>• Ability to send voice messages to any wireless phone regardless of carrier.<br>• Supports delivery to other SMS Voice Messaging enabled handsets, other SMS enabled handsets, or to email addresses (via a WMA file).<br>• Provide visual/audiable SMS alerts to SMS Voice Messaging capable handsets.<br>• Provides a SMS message with a call-back number to retrieve messages for non-SMS Voice Messaging capable handsets.<br>• Ability to reply to a SMS Voice Message with a new SMS Voice Message.<br>• Ability to forward a SMS Voice Message to another recipient.<br>• Ability to review and delete SMS Voice Messages via a handset.<br>• Standard SMS charges apply for mobile originated messages and notification of messages, and standard airtime charges apply for message retrieval.<br>• Data charges are also incurred for the origination and retrieval of messages on SMS Voice Messaging enabled handsets. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Wireless Backup | Provides back up contact information which can automatically be restored if phone is lost, stolen, or damaged. | Yes | 1/3/06 | See NPI Note 1 | • Product will only back up what is contained within the device address book.<br>• Ability to update contacts via device or website.<br>• Address Book Data is maintained via a central data server.<br>• Ability to sync device via Over The Air.<br>• Requires a device with Address Book Backup Client. | |
| Sprint to Home | Provides unlimited voice calls between a PCS handset and a designated (home number) within the domestic US. | Yes | 1/3/06 | See NPI Note 1 | • Requires customers to first subscribe for MRC service.<br>• Customer required pre-identifying home number.<br>• Minutes used for offer do not pull from anytime rate plan.<br>• Not available or applicable when roaming off of the Sprint wireless network<br>• Applies to domestic US Calling. | |
| Sprint Mobile to Office | Provides unlimited voice calls between a PCS handset and single (line-ranges also offered on a limited basis) business/office land-line voice phone number within the domestic US. | Yes | 1/3/06 | See NPI Note 1 | • Provides intra-company calling for customers who subscribe to MRC service.<br>• Customer required pre-identifying office phone number or range of office numbers ranges (1 to 3 NPA/NXX office number ranges).<br>• The minutes used for this offer do not pull from the anytime rate plan.<br>• Not available or applicable when roaming off of the Sprint wireless network<br>• Applies to domestic US calling. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Wireless Integration | Enables premise-based PBX features (transfer, single number/voicemail, etc.) on a Sprint wireless handsets. The service requires a minimum of 150 handset activations. This service addresses enterprises currently using Avaya premise equipment (6/27/07). This strategically positioned offer places Application Servers in Sprint Data Centers on IMS (IP Multimedia Subsystems) infrastructure and accommodates legacy or IP premise PBX Avaya technologies. | Yes | 6/13/07 | See NPI Report (6/27/07) | • Extends the functionality and cost savings of an organization's PBX to mobile phones.<br>• Offers a seamless, transparent transfer between desk and mobile phone during a call.<br>• Provides one phone number for mobile and desk phone with simultaneous ringing.<br>• Provides one voicemail inbox using the Enterprise platform.<br>• Mobile devices bill "on-net" when calling Enterprise extensions over the wireless network.<br>• Inbound Wireless calls incur PCS minutes unless off-set with a Incoming or Mobile plan type.<br>• The following PBX features are extended to the mobile device: Mid-Call Transfer, Call Forward All, Call Forward Busy/No Answer, Call Forward Cancel, Call Park, Call Pick-up, Conference on Answer, Drop Last Added Party, Idle Appearance Select, Malicious Call Trace, Malicious Call Trace Cancel, Send All Calls, Send All Calls Cancel, Transfer on hang-up, Transfer to Voice Mail, 10 digit dialing (no "9" required), and Abbreviated Dialing.<br>• Three Separate Product Architectures: Wireless Integration for National Voice Over IP Integration, Wireless Integration with Avaya Bladed Server, and Wireless Integration with Nortel or Cisco/Network Premise PBX (Targeted 1Q/08). Wireless Integration with Avaya Bladed Server is an architected to support customers at an entry point of 150 to 500 handsets via a high density server which supports 4 customers for a total capacity of 2000 activations across 5 customers. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| 3rd Party Instant Messaging | Provides wireless access to 3rd Party Instant Messaging platforms from a vision enabled WAP browser. Users will be able to send and receive instant messages from their buddies on the different platforms (AOL, Yahoo!, etc.) | Yes | 10/10/03 | Launched | • Ability to show mobile presence on 3rd Party Instant Messaging applications.<br>• Ability to send/receive instant messages with buddies on 3rd Party Instant Messaging applications.<br>• Can add/remove names on buddy lists from 3rd party Instant Messaging applications.<br>• Can view buddy list presence information on 3rd party Instant applications. | |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | |
| Total Equipment Protection (TEP) | Provides a value added package which combines two program offerings: Equipment Replacement Program (ERP - Insurance) and Equipment Service & Repair Program (ESRP). | Yes | 11/1/04 | Launched | • Support of Enhanced Service & Repair Program (ESRP) - Covers losses due to mechanical and electrical failure due to defects, normal wear and tear, and power surges.<br>• Support of Equipment Replacement Program (ERP) – Covers loss, theft, water or accidental damage to the equipment.<br>• Can be added by a Sprint rep at new device activation, upgrade/replacement, or within 30 days of new device activation or upgrade. | |
| Equipment Service & Repair Program (ESRP) | Covers losses due to mechanical and electrical failure due to defects, normal wear and tear, and power surges. | Yes | 11/1/04 | Launched | • Can be added by a Sprint rep at new device activation, upgrade/replacement, or within 30 days of new device activation or upgrade.<br>• Flat monthly premium.<br>• Provides coverage both during and after manufacturer's warranty. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Equipment Replacement Program(ERP) | Insurance program to protect a PCS device, battery & charger from loss, theft, or damage, plus provides extended warranty coverage. | Yes | 6/8/98 | Launched | • Can be added by a Sprint rep at new device activation, upgrade/replacement, or within 30 days of new device activation or upgrade.<br>• Flat monthly premium.<br>• Deductible per claim.<br>• An annual claim limit applies. | • |

**Exhibit 3.1**
**Sprint PCS Products and Services**

## 2G Products/Services:

| Product/Service | Description | Affiliate Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| **General Services:** | | | | | | |
| First Incoming Minute Free | No airtime charges for the first minute of an incoming call. | Yes | 6/8/98 | Launched | • Include on applicable rate plans.<br>• Available on Sprint PCS and Affiliate Networks.<br>• Adherence to current combinability Matrix and Exhibit 4.4.2. | |
| On-Network Traveling | Usage on the Sprint PCS Network outside the customer's home service area (NPA-NXX is outside the Service Area). | Yes | 6/8/98 | Launched | • Usage minutes must be deducted from available rate plan minutes before charging overage rate.<br>• No charge for On-Network traveling unless customers are on area wide plan.<br>• Roaming indicator should not come on when traveling.<br>• Applies to Sprint PCS and Affiliate networks.<br>• Applies to voice and data services<br>• Adherence to current combinability Matrix and Exhibit 4.4.2.. | |
| On-Network Local Service | Ability to provide subscribers in local markets with on-network local wireless services. | Yes | 6/14/99 | Launched | • Adherence to current combinability Matrix and Exhibit 4.4.2..<br>• Applies to wireless voice and data services.<br>• Applies to Sprint PCS and Affiliate networks. | |
| Inbound Roaming - Automatic | Ability for Sprint roaming partners to automatically roam on cell sites | Yes | 10/10/03 | Launched | • Applies to voice and data services<br>• Adherence to current Affiliate Price Structures. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Approval Required | Date Added | Launch Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| | | | 3/18/05 | 3/15/05 | • Applies to Domestic and International carriers. | |
| Inbound Roaming - Manual | Ability for carriers that are not Sprint roaming partners to roam on cell sites when a credit card number is provided | Yes | 10/10/03 | Launched | • Applies to voice and data services.<br>• Adherence to current Affiliate Price Structures. | |
| | | | 3/18/05 | 3/15/05 | • Applies to Domestic and International carriers. | |
| Off-Network Domestic Roaming | Automatic and manual roaming on analog networks with dual-band or tri-mode handset, and on 800/1900 CDMA networks with all compatible handsets. | Yes | 6/8/98 | Launched | • Adherence to current combinability Matrix and Exhibit 4.4.2.<br>• Must use Sprint PCS Preferred Roaming List (PRL)<br>• Must operate within both a 2G and 3G environment. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Required | Date Added | Launch Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Off-Network International Roaming | Provides the ability to make calls, receive calls, and check voicemail while off the Sprint PCS network and outside of the United States, with one Sprint PCS phone number and one Sprint PCS bill. | Yes | 2/14/01 | 3/14/01 | • Ability to make and receive calls, access voicemail and access data services when roaming on international roaming partner markets<br>• Support each of the following International Roaming solution options:<br>  • Direct connect with international roaming partner, similar to domestic roaming.<br>  • Connect through VeriSign for PIN based roaming.<br>  • Connect to TSI for GSM/SIM card roaming.<br>  • Connect through TSI for PDC roaming.<br>• One Sprint PCS phone number and one Sprint PCS bill.<br>• Billing system must accommodate variables in pricing as required by the solution used.<br>• Billing system must accommodate differentiation between domestic and international LD.<br>• Customer Care support for international calling. | |
| On-Network Long Distance Included Calling | Calls placed to the U.S., Puerto Rico, Guam, and Virgin Islands from the Sprint PCS Network are free of long distance charges. | Yes | 6/8/98 | Launched | • Applies to Sprint PCS and Affiliate networks.<br>• Long Distance included rate plans provide free LD.<br>• Applies to wireless voice and data services. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Affiliate Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Over-The-Air Service Provisioning (OTASP) | Ability of the network to program handsets via over-the-air functionality. | Yes | 6/8/98 | Launched | • Activations<br>• ESN Swaps (Equipment swaps)<br>• MIN (or MSISDN) Changes<br>• IS-683A Standard Support<br>• CC Call set up efficiencies | |
| | | | 7/12/98 | Launched | • PRL Selection and Download | |
| | | | 6/16/99 | Launched | Auto PRL Update | |
| PCS to PCS Calling | Ability to offer promotions for calls originating from and terminating to SPCS handsets. | Yes | 12/1/98 | Launched | • Can be applied to calls placed to any Sprint PCS MIN.<br>• Adherence to current combinability Matrix and Exhibit 4.4.2. | |
| Nationwide Volume Program (Account Hierarchy Aggregate Discount) | Ability to offer discounts to business customers based on total number of lines, usage or revenue of the entire organization. Multiple accounts can be grouped to determine the amount of the discount. | Yes | 2/1/99 | Launched | • Adherence to current combinability Matrix and Exhibit 4.4.2.<br>• Ability to offer tiered discounts based on number of lines. | |
| Association/ Government Program | Ability to offer percentage discounts off of Rate Plans for members of certain organizations. | Yes | 10/12/98 | Launched | • Consumer product.<br>• Must be members of pre-qualified organizations.<br>• Percentage discount off MRC.<br>• Contract term equipment discounts. | |
| Roadside Rescue | Nationwide 24-hour, 7 days a week emergency roadside assistance. | Yes | 6/8/98 | Launched | • #ROAD (translates to 1-888-878-5825).<br>• Flat monthly charge. | |
| Add A Phone | Ability to add a second phone to an account rate plan that shares rate plan minutes. | Yes | 11/1/98 | Launched | • Adherence to current combinability Matrix and Exhibit 4.4.2. | |
| Off Peak Option | Ability to add off-peak call minutes to an account. | Yes | 1/1/99 | Launched | • Adherence to current combinability Matrix and Exhibit 4.4.2. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Was Not Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| **Dial Plans:** | | | | | | |
| Toll Dialing | Domestic calls placed within the HSA to a location outside of the LCA. | Yes | 6/8/98 | Launched | • NPA+NXX+XXXX or 1+NPA+NXX+XXXX | |
| International Dialing | Ability to place calls to international locations. | Yes | 6/8/98 | Launched | • 01+CC+CityCode+ Number (Operator Assisted Method)<br>• 011+CC+CityCode+Number (Direct Dial Method) | |
| Customer Care Access | Ability to access Customer Service via the Sprint PCS phone. | Yes | 6/8/98 | Launched | • *2, 611, *611, #611<br>• No airtime charges.<br>• No LD charges. | • *711 (Roaming)<br>• *811 (Billing) |
| Automated Account Information | Direct customer access to account information via an IVRU-based application. | Yes | 12/10/99<br>---<br>Modified 4/3/01 | 9/15/99<br>---<br>4/3/01 | • Access to information in English via *4 TALK dial plan.<br>• Access to information in Spanish via *5 TALK dial plan.<br>• Used Minutes, Account Balance, Payment Status, and Bill Cycle information provided.<br>• Sprint PCS subscribers to be routed to the Sprint PCS IVRU application.<br>• Type I & II Affiliate subscribers to be routed to the Sprint PCS IVRU application. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Automated Bill Payment | Provides customers the ability to pay their Sprint PCS bill via an automated IVRU-based application accessed by their Sprint PCS phone. | Yes | 4/3/01 | 4/3/01 | • *3 direct toll-free connection to SpeedPay.<br>• Ability to pay outstanding balance via check or credit card.<br>• Account Balance, Payment Status, and Bill Cycle information provided.<br>• Appropriate translations and routing to support this service.<br>• Sprint PCS subscribers to be routed to the Sprint PCS IVRU application.<br>• Type I & II Affiliate subscribers to be routed to the Sprint PCS IVRU application. | |
| Directory Assistance | Provides access to telephone numbers. | Yes | 6/8/98 | Launched | • 411<br>• *411<br>• #411<br>• 1411<br>• 555-1212<br>• 0-555-1212<br>• 1-555-1212<br>• NPA-555-1212<br>• 1+NPA+555-1212<br>• 0-NPA-555-1212<br>• NPA-555-xxxx<br>• 1-NPA-555-xxxx<br>• 0-NPA-555-xxxx<br>• Must EXCLUDE all 800 type numbers from these dial strings<br>• Up to three number requests per call.<br>• Call completion.<br>• Ability to support Information Services. I.e.: Movie Listings, Driving Directions, Reverse Searches, etc. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Required | Added | Launch Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Operator Services | Sprint PCS Operator will help place calls or arrange alternate billing. | Yes | 6/8/98 | Launched | • 0, 00, 0+NPA+NXX+XXXX | |
| Emergency Services | Basic emergency services. | Yes | 6/8/98 | Launched | • 911, *911, #911<br>• Must be non-validated. | • Special Non-Emergency (311) |
| Enhanced 911 – Phase I | Ability to provide cell sector accuracy location information for Emergency 911 calls to Public Safety Answer Points (PSAP). | Yes | 12/10/99 | Launched | • Network must be able to comply with requirements within 6 months of PSAP request.<br>• Required 20 digit call data must identify the caller's MDN and cell site/sector address, and be routed to the appropriate PSAP, including calls from uninitialized handsets.<br>• Network must route the 20 digit data via Feature Group D, SS7/ISUP, & Third Party or LEC Network Solution methods.<br>• Must route calls without delay or credit verification, and from TTY devices.<br>• Reporting to provide 911 call volume and minutes of use by market by month.<br>• Ability to provide data feed of switch CDRs for 911 calls for Excell and Access use. | |

**Exhibit 3.1**
**Sprint PCS Products and Services**

| Product/Service | Description | Affiliate Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Enhanced 911 – Phase II | Location determining capabilities to locate subscribers dialing 911 within 50 meters for 67 percent of calls and 150 meters for 95 percent of calls. | Yes | 12/12/01 | 12/11/01 | • Support selling and activating ALI-capable (location-capable) handsets including AFLT and Aided-GPS.<br>• Provide ALI-capable handset penetration rates of:<br>• 12/31/2001: 25% of new handset activations<br>• 6/30/2002: 50% of new handset activations<br>• 12/31/2002: 100% of new handset activation<br>• Attain a penetration rate of 95% on ALI-capable handsets in markets by December 31, 2005.<br>• Type 1,2, and 2A Affiliates must interface with SPCS Mobile Positioning Centers (MPCs) and Position Determining Equipment (PDEs) to calculate and deliver handset locations on affiliate network.<br>• Support correct switch and BTS software load that supports E911 Phase II.<br>• Must have market network function within 6 months of PSAP request. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| [illegible] | [illegible] | [illegible] Required | [illegible] Added | [illegible] Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| TTY Support | Wireless digital service support for users of TTY devices including E-911. | Yes | 4/15/02 | 5/15/02 | • Provide voice and 911 service to TTY customers.<br>• TTY services must resemble Sprint PCS TTY service.<br>• Must offer handsets that operate on standard Baudot (45.5) for TTY device communication.<br>• No performance degradation for TTY service.<br>• Performance requirements for voice are requirements for TTY service.<br>• Switch vocoder software enhancement to support a Character Error Rate less than 1% on the forward and reverse channels.<br>• Support three-way calling, simultaneous voice carry over (VCO), hearing carry over (HCO) and Baudot tone sessions during three–way calls.<br>• Support TTY 911 and E911 routing in the same fashion as it applies to 911 voice service. | |
| 711 Support | Mandated FCC requirement allowing a person who can hear to communicate with a hearing-impaired person by dialing 711 and connecting to the appropriate state Telecommunications Relay Operator Service Center. | Yes | 8/17/01 | 10/01/01 | • 711 switch translations to connect to the appropriate state toll-free number for connection to the appropriate Telecommunications Relay Operator Service Center.<br>• Adherence to current combinability Matrix and Exhibit 4.4.2 and FCC Mandates. | |
| Three Way Calling | Ability to have a conversation with more than one other party/phone number. | Yes | 6/8/98 | Launched | • Standard feature included in monthly recurring charge.<br>• Deactivation (*310)<br>• Activation (*31) | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Activity Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Call Forward | Subscriber has the ability to forward their wireless calls to another phone number. | Yes | 6/8/98 | Launched | • In compliance with SPCS CF charges.<br>• Unconditional Activation (*72+<DN>).<br>• Unconditional Deactivation (*720).<br>• No Answer Activation (*73+<DN>).<br>• No Answer Deactivation (*730).<br>• Busy Activation (*74+<DN>).<br>• Busy Deactivation (*740) | |
| Call Waiting | Subscriber will have the functionality to know when a 3rd party is trying to reach them while engaged on the phone with someone else, and the ability to place current party on hold and switch to the 3rd party. | Yes | 6/8/98 | Launched | • Standard feature included in monthly recurring charge.<br>• Cancel Call Waiting (*70+<DN>). | |
| Caller ID | Subscriber sees the telephone number of caller while phone is ringing. | Yes | 6/8/98 | Launched | • Standard feature included in monthly recurring charge.<br>• Per Call Blocking (*67+<DN>).<br>• Permanent Call Blocking (Performed by Customer Care).<br>• Per Call Reactivation (*68+<DN> and *82+<DN>). | |
| Call Delivery | Ability to receive calls from your HSA while in another HSA without a toll charge being charged to the terminating PCS Phone. | Yes | 6/8/98 | Launched | • Deactivation (*180).<br>• Reactivation (*18). | |
| Abbreviated Dialing Codes (ADC) | Pound and Star Codes are used primarily for public access and as barter for media advertising. | Yes | 6/16/99 | Launched | • Compliance with Sprint PCS Abbreviated Dialing Code Sprint Requirements.<br>• Must support Sprint PCS National Abbreviated Dialing Codes. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Amount Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Call Restriction: | | | | | | |
| • Long Distance | Prevent originating long distance calls when required, or subscriber desired. | Yes | 6/8/98 | Launched | | |
| • International Calls | Prevent originating international calls when required, or subscriber desired. | Yes | 6/8/98 | Launched | | |
| Hotlining | Call intercept and delivery to Customer Care. | Yes | 6/8/98 | Launched | | |
| **Bill Presentation & Bill Payment Products & Services:** | | | | | | |
| Standard Bill | Itemized billing providing call detail, etc. | Yes | 6/8/98 | Launched | • Calls rounded up to the next whole minute.<br>• First month prorated as applicable.<br>• No carry forward minutes.<br>• Conform to Sprint PCS invoice format.<br>• Ability to supply customer a Spanish Invoice. | |
| Summary Billing | Consumer invoice without call detail. | Yes | 10/11/00 | 4/19/01 | • Billing system modifications to produce a summary bill.<br>• Regular invoice presentation less the call, roaming, data, and other detail.<br>• Adherence to Sprint PCS invoice presentation/branding standards.<br>• Detailed bill to be archived for use by Customer Care.<br>• Bill reprints to show call detail.<br>• Compliance with state regulatory mandates.<br>• Ability to supply customer a Spanish Invoice. | |
| | | | | | • | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Applicable Required | Trial Added | Expected Rollout | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| eBilling & Analysis | Ability for Business and Government customers to view and manage their Sprint PCS billing information through a web-based method of delivery. | Yes | 4/3/01 | 2/08/02 | • Clearly labeled link from the E-Business web site<br>• Support for PC and Mac<br>• Web interface<br>• User configured profiles<br>• API that can be used by all standard billing applications<br>• Ability to make payment from the information provided<br>• Subscriber specific information to be pre-populated when the information is made available by the customer. | |
| Electronic Payment | Automatic bill payment via electronic fund transfer from checking/savings account or charge to credit card. | Yes | 6/8/98 | Launched | • Electronic Fund Transfers.<br>• Credit Card. | • Enrollment forms via Internet site or via fax from Customer Care. |
| CheckFree | Allows customers to view and pay their bills over the Internet via a consolidator service. | Yes | 2/14/01 | 3/14/01 | • Ability to split the billing file for consolidator customers and forward to the consolidator to be parsed and presented to the customer.<br>• Ability to accept payments (customer remittances) from the consolidator.<br>• The invoice image for e-bill customers must be archived and available on-line for Customer Care advocates.<br>• Allow customers to enroll on-line via the consolidator's site, a bank, or other portal sponsor.<br>• No paper bill generation.<br>• Consumer service only. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| [illegible] | [illegible] | [illegible] Required | [illegible] Added | [illegible] Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Biller Direct (Website) | Allows Sprint PCS customers to log into the Manage section of the www.sprintpcs.com website to view their call detail and make payments. | Yes | 2/14/01 | 3/29/01 | • Supply customers' call detail via the Internet.<br>• Supply customer with ability to make a payment via the internet.<br>• Allow customer to view 24 months of past invoices.<br>• Capability to send customers marketing messages and bill inserts similar to paper invoice.<br>• Ability to restrict certain customer types from viewing the invoice.<br>• Allow customer the ability to print their invoice from the web browser. | • |
| Electronic Data Interchange (EDI) | Invoice data provided in the wire-line standard EDI 811 format. | Yes | 8/17/01 | 9/17/01 | • Sprint PCS will offer two file layouts: detail and summary level.<br>• Standard EDI 811 format with no customization to the file.<br>• Suppression of paper bill upon acceptance of the file after first month's receipt of EDI file.<br>• Customer must receive file via a Sprint EDI DASS group transmission methods: CD-Rom, ConnectDirect software, VAN or frame relay.<br>• If VAN transmission, customer must accept the transmission fees associated with the monthly file, approx. $2-$8 per month.<br>• Customer must use the EDI file invoicing data to pay their monthly invoice.<br>• Allow customer to choose payment method. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Amount Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Electronic Bill Transfer (EBT) | Ability to deliver a raw, tilde-delimited flat file containing customer billing information for corporate liable lines to large B2B, National, and Government accounts over a secure web site. | Yes | 8/17/01 | 9/17/01 | • Delivered via secure web-site.<br>• Must download once per month to access AP information and must transmit AP to designated Sprint PCS banking institution.<br>• Includes SSIT (Subscriber Specific Invoice Text) which customer can specify.<br>• Must suppress paper bill once acceptance of EBT from Customer. | |

**Exhibit 3.1**
**Sprint PCS Products and Services**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Voicemail Services:** | | | | | | |
| Voicemail | Ability to retrieve messages that calling parties leave for the subscriber whenever the subscriber does not answer the calling party call. In addition, subscribers can create, reply to, and forward messages to other Sprint PCS voicemail subscribers, and create group lists for broadcast messaging applications | Yes | 11/16/98 | Launched | • Voicemail one touch access on handset.<br>• Tone and display message waiting notification.<br>• Automatic hands-free listening/review of voice messages upon accessing mailbox.<br>• Pager notification of voice messages and numeric pagers.<br>• One touch voicemail callback/place call functionality to return voice messages without leaving the mailbox.<br>• Urgent message notification by outside callers who designate a message as urgent.<br>• Mailbox to mailbox messaging allowing the creation, reply and forwarding tools to be used.<br>• Group Distribution lists allowing up to 20 lists of up to 20 Sprint PCS voicemail subscribers to be created.<br>• Private message classifications.<br>• Adherence to current combinability Matrix and Exhibit 4.4.2.<br>• Provided to all non-toll restricted Sprint PCS Business and Consumer subscribers as a default service with no MRC. | For an additional MRC, voicemail notification to a 3rd party pager is available for select pager models. |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Assistance Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| **Voice Command Services:** | | | | | | |
| Voice Activated Dialing | Ability for a customer to place calls by speaking commands into the handset. | Yes | 12/10/99<br>07/08/02 | 8/3/00 | • Access to service via a star-code.<br>• Place calls by speaking name or number.<br>• Web-based Personal Address Book, accessible via Operator request or Internet.<br>• Address book capacity of 500+ names with up to 5 phone numbers per name.<br>• Self-provisioning capability.<br>• Network based system with redundant network infrastructure.<br>• Connectivity to Service Node platform configured regionally with nationally centralized MS-SMS.<br>• Ability to use voice commands to hear voice-enabled Web content. | |
| | | | 07/08/02 | 08/08/02 | • Must operate within both a 2G and 3G environment. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | Estimated Date | Required Features/Capabilities | Optional Features/Capabilities |
| Synchronization | Synchronizes customers' Voice Command and Unified Communications address books with the customers' other electronic address books. | Yes | 08/17/01 | 9/17/01 | • Provide Voice Command functionality.<br>• Support Unified Communications functionality.<br>• Ability to use Manage page on SprintPCS.com<br>• Ability to synchronize personal address book(s), including the Voice Command and Unified Communications address books.<br>• Ability to sync with MS Outlook, Lotus Notes, Act!, Palm OS, Windows CE, and some Web Portals.<br>• Connectivity to the Internet to transport data from the sync engine to the Voice Command address book (customer requirement).<br>• PAB Sync program available for download from the fusionOne web site.<br>• Compatible with Windows 95 or higher OS. (Macintosh may be available for PC OS). | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Will Be Required | Added | Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| **Intelligent Network Services:** | | | | | | |
| Integrated Office – Release 1 | Product will allow a customer to obtain the most widely used PBX features via their Sprint PCS phone, such as Abbreviated Dialing, User Restrictions, etc., to complement/replace their PBX phone. | Yes | 4/3/01 | 1/14/02 | • PBX phone call forwarding to PCS phone with feature on/off capability<br>• Single Voice Mailbox using Sprint PCS voice mailbox<br>• Message deposits in PBX mailbox with notification to PCS phone using OVMI<br>• Abbreviated Dialing using 4-7 digits<br>• Customer administrated User Group Restrictions<br>• Multiple Corporate Dial Plan creation & administration<br>• Service activation & provisioning<br>• Customer administrated Service Management via PCS Web Browser, IVR, & PC web access<br>• Billing per Sprint PCS requirements<br>• Internal/External Reporting per Sprint PCS requirements | 2nd Priority Features:<br>• Simultaneous ringing of PBX & multiple PCS phones with feature on/off capability<br>• Call Transfer to another PCS or landline phone<br>• Flexible Group Routing |

## Exhibit 3.1
## Sprint PCS Products and Services

| Product/Service | Description | Affiliate Required | Date Added | Effective Date | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| **Short Message Services (SMS):** | | | | | | |
| Two-way SMS | Provides the ability for a 2WSMS enabled device to originate a text message and send that message to another mobile subscriber utilizing standardized SMS protocols. | Yes | 11/10/03 | 2/15/04 | • Ability to create, forward, and reply to messages.<br>• The device's native address book can be used to input MIN's in the address field.<br>• Interoperable with Short Mail and with other wireless carriers.<br>• Ability to address and send a message to an international (non-NADP) number.<br>• Enablement of Shortcodes to send messages to an application.<br>• Deployment on both data capable and voice only devices. | |
| Basic Text & Numeric Messaging | Ability to receive numeric and text messages routed to Sprint PCS phones. | Yes | 12/1/98 | Launched | • Affiliate and Sprint PCS subscribers should have text message service while traveling into each other's markets.<br>• Adherence to current combinability Matrix and Exhibit 4.4.2..<br>• Personal Messaging Center web page with same basic options as the SPCS PMC including In Box, Out Box, Phone Book, Control Panel, etc. (2G Only)<br>• Messages sent via web, TAP software, and email (http, tap, smtp) - SMPP<br>• Sends at least 160 characters.<br>• If the affiliate network has a WSCP HLR the WSCP triggers a retry when a mobile registers on the network. If there is no WSCP HLR, the retry timer should be set as follows: | |

## Exhibit 3.1
## Sprint PCS Products and Services

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | Required Features/Capabilities | Optional Features/ capabilities |
|---|---|---|---|---|---|---|
| | | | | | 1st retry - 5 minutes<br>2nd retry - 10 minutes<br>3-5 - every 15 minutes<br>6-9 - every 180 minutes<br>10+ - every 300 minutes<br>• Sends at least 3 retries in a 72-hour period.<br>• Stores 30 or more messages on the ISMSC platform.<br>• Hold undelivered messages 72 hours.<br>• Enhanced Smart Retries.<br>• Message Management in the handset<br>• ASL Migration<br>• Enhanced Statistics.<br>• All phones capable.<br>• Provide support for Notification functionality. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Wireless Communications Services: | | | | | | |
|---|---|---|---|---|---|---|
| Email | Allows subscribers to receive, access, and respond to all email messages via the Sprint PCS Wireless Web | Yes | 2/14/01 | 3/14/01 | • Email capabilities: read, compose, reply, reply to all, and forward.<br>• Provide access to email through the following interfaces: WML, HTML, and xHTML (3G).<br>• Personal Address Book (PAB) availability.<br>• Notification: SMS based handset Message Waiting Indicator (MWI), email based MWI, and Message summary capability on Sprint PCS.com (PCS Mail only).<br>• Support of POP3, SMTP, and IMAP4 allowing email management from desktop clients.<br>• Access to Personal Calendar and task list. | |
| | | | 07/08/02 | 08/08/02 | • Must operate within both a 2G and 3G environment.<br>• Provide support for Notification functionality. | |
| | | | 10/10/03 | 10/10/03 | • Must support the functionality listed above for 3rd Party Mail providers under contract with Sprint. Examples of these include: AOL, MSN, Yahoo!, Earthlink. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| PCS Short Mail | Sprint PCS branded handset to handset text messaging product. | Yes | 5/10/01 | 6/10/01 | • Ability to compose, receive, and reply to handset to handset messages.<br>• Ability to support handset notification.<br>• Predefined and user defined messages must be supported.<br>• Support web access to the Short Mail applications and associated features from Sprint PCS.com. I.e. creating and sending messages etc.<br>• Ability to support wireless web browser and bulk messaging gateway.<br>• Message length up to 1000 characters.<br>• Ability to lock message and mark messages as private.<br>• Ability to create an alias for MIN.<br>• Provide message history on the Wireless Web & HTML interfaces.<br>• Ability to forward and/or delete specific messages.<br>• Ability to send a message to multiple MIN's at one time.<br>• Time stamp for each Shortmail message based upon users current time zone.<br>• Ability to send and receive messages between 2G and 3G handsets.<br>• Ability to support a shortlist address book.<br>• Ability to send and receive messages from other wireless carriers. (Intercarrier Messaging) | |

**Exhibit 3.1**
**Sprint PCS Products and Services**

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 07/08/02 | 08/08/02 | • Must operate within both a 2G and 3G environment.<br>• Provide support for Notification functionality. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
|---|---|---|---|---|---|---|
| Wireless Web Browser | Provides the ability to access a suite of content services (e.g. weather, news, stock quotes, etc.) through Phone.com's UP.Link server, and access content and email services provided by Yahoo!, using the subscriber's Minibrowser-enabled handset. | Yes | 8/11/99 | 12/31/99 | • Offer identical services to Sprint PCS subscribers in Affiliate markets.<br>• Handsets must be programmed with the appropriate UP.Link server IP address.<br>• UP.Link Server Internet connectivity to access HDML sites from minibrowser enabled handsets.<br>• UP.Link Server Quick Net Connect (QNC) connectivity to support information transport to minibrowser enabled handsets.<br>• UP.Link Server Sprint PCS Content Partner (Yahoo!) connectivity to support product offering.<br>• UP.Link Server connectivity to Bulk Messaging Gateway to support Alerts.<br>• UP.Link Alert filtering by domain.<br>• Provisioning support to provision users on the UP.Link Server.<br>• Development of audit process to support UP software license business model.<br>• Ability to support Wireless Web Application Protocol (WAP).<br>• Provide access to Palm MyPalm Portal. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Wireless Web Connection | Ability to receive and transmit Wireless Data using a computing device and a wireless phone. | Yes | 5/28/99 | 12/31/99 | • Support of mobile originated circuit switched data and fax.<br>• Support of pre-arrangement mobile terminated data and fax.<br>• Support of 14.4 kbps wireless data transmission with v.42 bis compression.<br>• Support of Quick Net Connect (QNC) single stack and double stack.<br>• Handsets must be data/browser enabled.<br>• Must offer Sprint PCS standard software connectivity kits.<br>• Sprint PCS customers must be able to use data services when on the Affiliate network.<br>• Affiliate customers must be able to use data services when on the Sprint PCS network.<br>• Adherence to billing requirements.<br>• Adherence to current combinability Matrix and Exhibit 4.4.2.. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Wireless Web Updates | Provides the subscriber the ability to receive content from content providers that is delivered to the handset at designated times and frequencies during the day. Content includes items such as sports, weather, stock quotes, and news. | Yes | 8/11/99 | 10/6/99 | • Bulk Messaging Gateway (BMG) or equivalent gateway to process high volumes of content messages.<br>• SMTP and SMPP support.<br>• Required infrastructure to support text messaging.<br>• Web-based registration process for Sprint PCS Information Services from Yahoo.<br>• Messaging gateway must support a destination-billed source-billed, or no-billed construct.<br>• Business arrangement with content providers for push content services.<br>• Ability to bundle content providers push content services with existing text messaging plans.<br>• Support of message latency requirements.<br>• Support of direct connectivity to the content provider.<br>• Internet-based mechanism for subscriber service registration, including connectivity with content providers for registration processing.<br>• Enhanced smart retries.<br>• Message management in the handset.<br>• ASL migration.<br>• Enhanced statistics.<br>• Provide support for Notification functionality. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Ringers & More | Ability to download ringtones and screensavers from Sprint PCS.com or WW Browser to their wireless phones to personalize and customize their handsets. | Yes | 12/12/01 | Launched | • Ability to locate and manage downloadable content via the handset and SPCS.com.<br>• Provide the ability to preview content prior to purchase from SPCS.com.<br>• Allow subscribers to download simple ringers, MIDI ringers, and graphics to the handset.<br>• Ability to bill for downloaded content via an MRC on the SPCS invoice<br>• Through an authentication process, identify handset capabilities and present subscribers with content their phone is capable of downloading.<br>• Provide access to content which users have already downloaded via a "vault" within Mobile Portal.<br>• Capability to track downloaded content through the Sprint PCS network. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| E-Care HDML Interactive | Allows subscribers with micro-browser capable handsets to access their account record information. | Yes | 12/10/99<br>---<br>Modified 10/11/00 | Phase I 10/8/99<br>---<br>Phase II 11/1/00 | • Connectivity to IWF on wireless CDMA network providing single stack QNC access.<br>• Connectivity to Sprint PCS Phone.com.Link server.<br>• Connectivity to E-Care HDML (2G) or XHTML (3G) application server or equivalent.<br>• Connectivity to Internet and/or Sprint PCS OSSN.<br>• Network interoperability using IS-41C and SS7.<br>• Subscriber information provided by E-Care to include account status and minute usage.<br>• On-line monthly bill payment ability via credit card with one time user setup.<br>• On-line non-recurring bill payment capability via check or credit card.<br>• Ability to view invoice information and current PCS calling plan.<br>• Ability to view Peak, Off-Peak, Local, Long Distance, and Roaming rates, payment locations and address information.<br>• Tips and Feature information (Area Codes, Voicemail Access, etc.).<br>• Customer Assistance user information for browser and handset specific tutorials. | |
| | | | 07/08/02 | 08/08/02 | • Must operate within both a 2G and 3G environment. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| My Wireless Web | HTML page accessible via SprintPCS.com that allows customization of the Wireless Web; any customization will then be available to the user on their Sprint PCS browser under the "My Wireless Web" option. | Yes | 2/14/01 | 3/14/01 | • Internet-based features geared toward the mobile user, including but not limited to: informational content, applications, PIM services, corporate Intranets, corporate applications, and Internet search tools.<br>• Ability to customize and personalize the scope, variety, and nature of the feature set via multiple interfaces.<br>• Ability to provide customized Sprint PCS Wireless Web browser home pages to corporations.<br>• Ability to interact with current and future Sprint PCS products and platforms. | |
| Wireless Web Enterprise Applications | Browser based third party personal information management (PIM) services allowing real-time access to email, calendar, contact information, applications residing on a corporate intranet, etc. from an Enterprises' server. | Yes | 2/14/01 | 3/14/01 (Ongoing) | • Must support/obtain access to Wireless Web Browser platforms and network connectivity.<br>• Must support all Sprint PCS Enterprise Application solution.<br>• Must provide processes to support Frame Relay, Virtual Private Network, and Virtual Private Circuit connections.<br>• Must support Corporate Companion Page Home Decks. | |
| | | | 07/08/02 | 08/08/02 | • Must operate within both a 2G and 3G environment. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Direct Internet Access with Bandwidth Optimization | Client/server based compression solution enabling corporate customers to more efficiently transfer data through the CDMA network. | Yes | 10/11/00 | 10/11/00 | • Physical Internet connection.<br>• Compression server(s) at the network level.<br>• Effective throughput of up to 56kbps.<br>• Dual proxy system.<br>• Dual Pentium CPU with 512 megabytes of RAM.<br>• Embedded OS.<br>• Supports client software for Win95/98 and NT platforms.<br>• Web cache support.<br>• Support for web and email access protocols (HTTP, POP3, SMTP, FTP and NNTP). | • Support for Linux and 100% Java run time environments, and WinCE clients. |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Business Connection – Personal Edition | Provide mobile access to enterprise email, calendars, personal contacts, corporate directories, and documents on almost any device via secure connectivity to applications and content running on an enterprise network. | Yes | 4/15/02 | 5/15/02 | • Access to enterprise applications via PC and/or user's mobile device.<br>• Access to users corporate email accounts with ability to read, compose, reply, forward, delete, and access mail folders.<br>• Access to personal and corporate contact lists.<br>• Access to personal calendar.<br>• Connection Sharing support through providing the ability to use a co-worker's network connection.<br>• Requires software load on users PC available via a web site. | |

**Exhibit 3.1**
**Sprint PCS Products and Services**

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 10/10/03 | 2/10/04 | • Ability to support Microsoft Pocket PC and Pocket PC Phone Edition platforms.<br>• Support of Pocket PC devices, Client auto-updates, data obliteration of BC data, background sync, and POP3/IMAP mail.<br>• Ability for the client to detect new product feature version and auto-install via OTA.<br>• Ability to erase all email and BC account data stored on device.<br>• Ability to access other applications while synchronizing.<br>• Multiple inbox support allowing access to corporate mail and two other Internet-based mailboxes. [POP3/IMAP mail]<br>• Ability to view email attachments in plain text on Palm, WAP, and Pocket PC devices. | |

**Exhibit 3.1**
**Sprint PCS Products and Services**

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 7/13/04 | 7/26/04 | • Ability to support Calendar sync functionality.<br>• Ability to accept of decline meeting makers directly from the device. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| Spending Control Products | | | | | | |
|---|---|---|---|---|---|---|
| Account Spending Limits (ASL)/ ClearPay | Network functionality that allows spending limits to be attached to customer account credit classes and provides limit threshold notifications. | Yes | 8/16/99 | 9/7/99 | • Short message service 80% limit notification.<br>• 100% limit hotline to Customer Care IVR.<br>• Payment Options: Mail, SPCS Store, Credit Card over the phone, and other possible future options.<br>• Switch supports IS-637.<br>• Real time CDR feeds.<br>• WIN 2.3 HLR.<br>• Billing system functional capability. | |
| | | | 07/08/02 | 08/08/02 | • Must operate within both a 2G and 3G environment.<br>• Provide support for Notification functionality. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Balance Notification | Ability for a customer to receive a text message notification to their handset containing pre-defined account balance information, customizable via the web site and IVR. | Yes | 2/14/01 | 3/14/01 | • Provision new consumer customers via Customer Care.<br>• Provision existing consumer customers via the Web, IVR, and Customer Care.<br>• De-provision service via the Web, IVR, and Customer Care.<br>• Change service options.<br>• Ability to send one message daily or weekly, and select day of week and time of day (morning, afternoon, or evening) via the IVR or web.<br>• Available to post-bill, ASL, Wireless Allowance, and Pay-As-You-Go subscribers.<br>• Ability to select phones for message notification, if account has multiple phones.<br>• Account to be sent may include Due Date, Bill Cycle Date, Minutes Used, Minutes in Plan, Dollars Used, Dollars Remaining, and Balance Due, depending on customer segment.<br>• Adherence to current combinability Matrix and Exhibit 4.4.2. | |
| | | | 07/08/02 | 08/08/02 | • Must operate within both a 2G and 3G environment. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Wireless Allowance | Ability to offer a youth based wireless product via the Sprint PCS ASL Platform. | Yes | 05/10/01 | 06/10/01 | • Basic ASL platform functionality. (See Account Spending Limits.)<br>• Handset messaging or 2-way SMS functionality.<br>• Billing platform modifications to meet program requirements.<br>• Spending limit and minimum spending amount capability.<br>• Mandatory monthly wireless allowance charge to responsible party credit/debit card.<br>• Minimum spending amount equal to the amount of the wireless allowance.<br>• "Held Bill" capability. (i.e. No invoices to be sent.)<br>• Hotlining to IVR once spending limit is exceeded.<br>• Separate hotline for Wireless Allowance from other hotline sources.<br>• Web site platform modifications to meet program requirements.<br>• Adherence to Sprint PCS Youth Program<br>• PreNet "PreCash" enhanced cash payment option availability to customers in markets.<br>• Adherence to Sprint PCS payment option policies. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Cube (My Wireless) | Ability to offer a youth based wireless product via the Sprint PCS ASL Platform. | Yes | 10/09/01 | 11/01/01<br><br>[WalMart-Trial] | • Position a Phone-In-A-Box product specifically for the youth.<br>• Ability to support prepaid and postpaid payment options.<br>• Premiere to support account set up, activation, and client services.<br>• 3G devices to be supported by the billing system.<br>• Adherence to current combinability Matrix and Exhibit 4.4.2.<br>• Ability for cash based payments and replenishment options at multiple locations.<br>• Customer Solutions that will guide customer to the plan that best suites their needs.<br>• Customer Solutions to support English and Spanish speaking subscribers.<br>• We will support customer self-management. | |

## Exhibit 3.1
## Sprint PCS Products and Services

| | | | | | | |
|---|---|---|---|---|---|---|
| Pay-As-You-Go | Ability to offer a cash based wireless service plan via the Sprint PCS ASL Platform. | Yes | 05/10/01 | 06/10/01 | • Basic ASL platform functionality. (See Account Spending Limits.)<br>• Handset messaging or 2-way SMS functionality.<br>• Billing platform modifications to meet program requirements.<br>• Set spending limit.<br>• "Held Bill" capability. (i.e. No invoices to be sent.)<br>• Hotlining to IVR once spending limit is exceeded.<br>• Separate hotline for Pay-As-You-Go from other hotline sources.<br>• Web site platform modifications to meet program requirements.<br>• Adherence to Pay-As-You-Go pricing plan(s).<br>• PreNet "PreCash" enhanced cash payment option availability to customers in market.<br>• Adherence to Sprint PCS payment option policies. | |
| | | | 07/08/02 | 08/08/02 | • Must operate within both a 2G and 3G environment. | |
| [illegible] | | | | | | |
| Direct Fulfillment | Overnight delivery of handset. | Yes | 6/8/98 | Launched | | |

Any references to either Manager or to Affiliate in this Program Requirement collectively refers to both managers and affiliates, as such terms are defined in the Management Agreements and Affiliation Agreements that Sprint PCS entered into with the managers and affiliates. Information specifically identified in this Program Requirement as being accessible at the Pinpoint intranet site is incorporated into this Program Requirement and is deemed to be part of the Program Requirement.

# Exhibit 3.1
## Sprint PCS Products and Services

**Note 1**:

References products that have not yet launched or are being launched in phases. See the "*Sprint PCS New Product Introduction (NPI) Launch Status Report*" documents on the Affiliated Web Site available for viewing by authorized individuals within each Affiliate organization.
Path: Departments > Sales & Distribution > Affiliates > Affiliate File Index > Restricted Information > Products and Services > New Product Introduction (NPI)).

# Exhibit 3.1
# Sprint PCS Products and Services

## Change Control Log

Double Click to go to Products and Services

| Date | Change Description | Change Made By: |
|---|---|---|
| 6/19/08 | • Added "Airave" as a required product/service under the 3G Products/Services section<br>• Updated/re-named Enhanced Warranty Program (EWP) to Equipment Service & Repair Program(ESRP).<br>• Updated Equipment Replacement Program (ERP) Features/Capabilities.<br>• Updated Total Equipment Protection (TEP) Features/Capabilities. | Kellie Whitaker |
| 6/13/07 | • Added "Wireless Integration" as a required product/service under the 3G Products/Services section | Kellie Whitaker |
| 3/1/06 | • Added "Call Tones" as a required product/service under the 3G Products/Services section<br>• Added "Mobile Internet – User Interface" as a required product/service under the 3G Products/Services section | Ed Whitaker |
| 1/3/06 | • Added "wireless Backup" as a required product/service under the 3G Products/Services section<br>• Added "Sprint to Home" as a required product/service under the 3G Products/Services section<br>• Added "Sprint Mobile to Office" as a required product/service under the 3G Products/Service section | Ed Whitaker |
| 10/20/05 | • Added "Phone As Modem" as a required product/service under the 3G Products/Services section<br>• Added "Mobile Music [EVDO]" as a required product/service under the 3G Products/Services section<br>• Added "On Demand [VisionCast]" as a required product/service under the 3G Products/Services section | Ed Whitaker |
| 08/05/05 | • Modifications made to "PCS Data Link" product name, description and "Required Product/Features/Capabilities" modified to include new functionality.<br>• Added "PCS Data Link for Wireless Wan" as a required product/service under the 3G Products/Services section.<br>• Added "Text Alerts" as a required product/service under the 3G Products/Services section.<br>• Modifications made to "Picture Mail" and "Location Based Services" features. | Ed Whitaker/Jennifer Riggs Sinnett |
| 06/30/05 | • Modifications made to "BlackBerry by RIM "Required Product Features/Capabilities to include new functionality.<br>• Added "GoodLink"as a required product/service under the 3G Products/Services section. | Jennifer Riggs Sinnett |
| 4/27/05 | • Modifications made to "Business Mobility Framework" Description and Required Product Features/Capabilities to include new functionality. | Jennifer Riggs Sinnett |
| 3/18/05 | • Added "SMS Voice Messaging" as a required product/service under the 3G Products/Services section.<br>• Added "Sprint Managed Mobility Services (SMMS)" as a required product/service under the 3G Products/Services section.<br>• Updated Inbound Roaming – Automatic Product with the following requirement: "Applies to Domestic and International carriers."<br>• Updated Inbound Roaming – Manual Product with the following requirement: "Applies to Domestic and International carriers." | Ed Whitaker/Jennifer Riggs Sinnett |

## Exhibit 3.1
## Sprint PCS Products and Services

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|---|---|---|
| 11/1/04 | • Added "BlackBerry by RIM" as a required product/service under the 3G Products/Services section.<br>• Added "Business Mobility Framework" as a required product/service under the 3G Products/Services section.<br>• Added "Total Equipment Protection (TEP)" as a required product/service under the 3G Products/Services "Other Services" section.<br>• Added "Enhanced Warranty Program (EWP)" as a required product/service under the 3G Products/Services "Other Services" section.<br>• Moved "Equipment Replacement Program" under the 3G Products/Services "Other Services" section. | Ed Whitaker/Jennifer Riggs |
| 7/13/04 | • Added "Streaming Multimedia" as a required product/service under the 3G Products/Services section.<br>• Added "Location Based Services" as a required product/service under the 3G Products/Services section.<br>• Modifications made to Business Connection – Personal Edition, Business Connection - Enterprise Edition, and Business Connection - Server Edition to add Calendar sync features. | Ed Whitaker |
| 11/10/03 | • Added Business Connection – Server Edition as a required product/service under the 3G Products/Services section.<br>• Added Video Mail (Consumer) as a required product/service under the 3G Product/Services section.<br>• Added Two-way SMS as a required product/service under the 2G Product/Services "Short Message Services (SMS)" section. | Ed Whitaker |
| 10/10/03 | • Review of Exhibit 3.1 was completed with Product Managers verifying the accuracy of information contained. Over time some new product features may have been added or discontinued. The following Products/Services had significant modifications made:<br>  • Business Connection - Enterprise Edition<br>  • Directory Assistance<br>  • Voicemail (Standard Voicemail and Enhanced Voicemail combined)<br>  • Business Connection – Personal Edition<br>• The following Products/Services were deleted from Exhibit 3.1 during the review<br>  • Paging to External Pagers<br>  • Sprint PCS Management Reporting<br>  • Extended Line<br>  • Wireless Corporate Access (2G)<br>  • Productivity Packs<br>• The following Products/Services were added to Exhibit 3.1 during the review:<br>  • 3rd Party Instant Messaging<br>  • Downloadable Premium Applications<br>  • Inbound Roaming – Automatic<br>  • Inbound Roaming - Manual | Ed Whitaker |
| 7/16/03 | • Updated Connection Manager Product with the following requirement: "Ability to access additional/future networks, including Wi-Fi (802.11) networks. | Ed Whitaker |

## Exhibit 3.1
## Sprint PCS Products and Services

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|---|---|---|
| | • Added "PCS Data Link" as a required product/service under the 3G Products/Services section.<br>• Deleted "Digital Imaging – Simple Link (Enterprise)" from the required 3G product/service section.<br>• Deleted "Instant Messaging" from the required 3G product/service section. | |
| 1/24/03 | • Modification made to 3G Telemetry description to more thoroughly address business models. | Ed Whitaker |
| 11/01/02 | • Added "Push To Talk" as a required product/service under the 3G Products/Services section.<br>• Adding "Provide support for Notifications functionality" to the following Products/Services in order to support 3G1XRTT:<br>  • Instant Messaging<br>  • Basic Text & numeric Messaging<br>  • PCS Mail<br>  • PCS Short Mail<br>  • Wireless Web Updates<br>  • Account Spending Limits (ASL) | Ed Whitaker |
| 07/08/02 | • Added "Instant Messaging" as a required product/service under the 3G Products/Services section.<br>• Added "3G Gaming" as a required product/service under the 3G Products/Services section.<br>• Added "Ringers and Screen Savers" as a required product/service under the 3G Products/Services section.<br>• Modifications made to combine "Sprint PCS Wireless Web Mail" and "Sprint PCS Wireless Web Mail(UC phase 1.0B)" into "PCS Mail" while adding 3G1XRTT support requirement.<br>• Modifications made to combine "Shortmail Unified Communication 1.0A" and "Shortmail Enhancements" into "PCS Shortmail" while adding 3G1XRTT support requirement.<br>• Adding additional requirement to the following Products/Services in order to support 3G1XRTT:<br>  • Voice Activated Dialing<br>  • E-Care HDML Interactive<br>  • Wireless Web Enterprise Applications<br>  • Account Spending Limits<br>  • Balance Notification & Content Push<br>  • Pay-As-You-Go<br>• Modifications made to "E-Care HDML Interactive" to update the following requirement, "Connectivity to E-Care HDML application server or equivalent" to "Connectivity to E-Care HDML (2G) or XHTML (3G) application server or equivalent." | Ed Whitaker |
| 06/07/02 | • Created a new "3G Products/Services" section<br>• Added "Connection Manager" as a required product/service under the 3G Products/Services section.<br>• Added "Wireless ISP" as a required product/service under 3G Products/Services section. | Ed Whitaker |

## Exhibit 3.1
## Sprint PCS Products and Services

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| | • Added "Business Connection – Enterprise Edition" as a required product/service under 3G Products Services section.<br>• Added "Digital Imaging – Simple Link (Consumer)" as a required product/service under the 3G Products/Services section.<br>• Added "Digital Imaging – Simple Link (Enterprise)" as a required product/service under the 3G Products/Services section.<br>• Added "Wireless Telemetry" as a required product/service under the 3G Products/Services section. | |
| 4/15/02 | • Added "TTY Support" as a required product/service under the Dial Plans section.<br>• Added "Business Connection – Personal Edition" as a required product/service under Wireless Web Services section.<br>• Added "Shortmail Enhancements" as a required product/service under the Unified Communications Services section.<br>• Added "Productivity Packs" as a required product/service under the Other Services section. | Ed Whitaker |
| 12/12/01 | • Added "Ringers and More" as a required product/service under Wireless Web Services section.<br>• Added "Enhanced 911 – Phase II" as a required product/service under the Dial Plans section.<br>• Modifications made to both "Basic Text & Numeric Messaging" and "Wireless Web Updates" to add the following features/capabilities: "Enhanced smart retries, Message management in the handset, ASL migration, and enhanced statistics."<br>• Modifications made to "Wireless Corporate Access" to add the following features/capabilities: "Nortel Shasta 5000 hardware for VPN functionality supporting L2TP, IPSec and PPTP, Bytemobile compression servers, Shasta 5000 for Radius servers, Vanity codes added to the edge servers if appropriate, Firewall configuration and VPN testing, CAT.5 10BaseT/100BaseT network connection."<br>• Document reviewed and any reference to Type III affiliates has been deleted. | Ed Whitaker |
| 10/09/01 | • Modified Voica Activated Dialing features/capabilities to add "Ability to use voice commands to hear voice-enabled Web content."<br>• Added "Cube (My Wireless)" as a required product/service under Spending Control Products section.<br>• Review of Exhibit 3.1 was completed with Product Managers verifying the accuracy of information contained. The following Voice Activated Dialing required feature/capability was removed "HDML interface allowing VAD Address Book modifications via the Wireless Web Browser". | Ed Whitaker |
| 8/17/01 | • Added "Electronic Data Interchange" as a required product/service under the Bill Presentation & Bill Payment Products & Services section.<br>• Added "Electronic Bill Transfer" as a required product/service under the Bill Presentation & Bill Payment Products & Services section.<br>• Modified Standard Bill features/capabilities to add "Ability to supply customer a Spanish Invoice."<br>• Modified Summary Billing features/capabilities to add "Ability to supply customer a Spanish Invoice."<br>• Added "711 Support" as a required product/service under the Dial Plans section. | Ed Whitaker |

## Exhibit 3.1
## Sprint PCS Products and Services

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| | • Added "Synchronization" as a required product/service under the Voice Command Services section. | |
| 8/17/01 | • Review of Exhibit 3.1 was completed with Product Managers verifying the accuracy of information contained. Over time some new product features may have been added or discontinued. The following Products/Services were modified to some degree:<br>• Over-The-Air Service Provisioning (OTASP)<br>• Emergency Services<br>• Call Delivery<br>• Standard Voicemail<br>• Enhanced Voicemail<br>• Wireless Web Browser<br>• Wireless Web Updates<br>• Equipment Replacement Program | Ed Whitaker |
| 5/10/01 | • Added "Wireless Allowance" as a required product/service under the Spending Control Products section.<br>• Added "Pay-As-You-Go" as a required product/service under the Spending Control Products section.<br>• Modified Balanced Notification & Content Push features/capabilities by removing "and turn "ON" or "OFF" via the Web and IVR" from "Change service options and turn "ON" or "OFF" via the Web and IVR."<br>• Added "Short Mail (Unified Communications 1.0A)" as a required product/service under the Unified Communications Services section.<br>• Added "Sprint PCS Wireless Web Mail (UC phase 1.0B)as a required product/service under the Unified Communications Services section. | Ed Whitaker |
| 4/3/01 | • Modified Enhanced Voicemail product features/capabilities by removing "Currently available only to Business customers" and adding "Provided to all non-toll restricted Sprint PCS Business and Consumer subscribers as a default service with no MRC."<br>• Added "Web Based Management Reporting (WBMR)" as a required product/service under the Electronic Bill Presentation & Bill Payment section.<br>• Added "Integrated Office – Release 1" to the Intelligent Network Services section as a required product/service.<br>• Modifications made to "*4 TALK Automated Account Information" product/service:<br>  • Product/Service title changed from "*4 TALK Automated Account Information" to "Automated Account Information."<br>  • The "Access via *4 TALK dial plan" Required Feature/Capability changed to "Access to information in English via *4 TALK dial plan."<br>  • "Access to information in Spanish via *5 TALK dial plan" was added as a new Required Feature/Capability.<br>• Created a new "Voice Command Services" section and moved the "Voice Activated Dialing" product/service out of the Dialing Plans section and into the Voice Command Services section.<br>• Added "Automated Bill Payment" as a required product/service to the Dialing Plan section.<br>• Deleted the "Prepaid" product from the Spending Control products section. This product was based on the | Doug Simmons |

## Exhibit 3.1
## Sprint PCS Products and Services

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| | Brite platform. All Sprint PCS subscribers on the platform were migrated to the Pay-As-You-Go product.<br>• Minor modifications to the Balance Notification & Content Push product service to change "Provision new consumer customers via the Web and Customer Care" to Provision new consumer customers via Customer Care."<br>• Updated the Effective Date column to add the effective dates based on product/service launches. | |
| 2/14/01 | • Added a new "Intelligent Network Services" category.<br>• Added "Extended Line" as a required product/service.<br>• Created a "Bill Presentation & Bill Payment Products & Services" category and moved Summary Billing, Standard Bill, Sprint PCS Management Reporting, and Electronic Payments into this section.<br>• Added "CheckFree" as a new required product/service.<br>• Added "Balance Notification & Content Push" as a required product/service.<br>• Modified Wireless Web Browser to include Wireless Application Protocol (WAP) capability.<br>• Changed "Off Network Roaming" title to "Off Network Domestic Roaming."<br>• Added "Off Network International Roaming" as a required product/service.<br>• Added "Biller Direct (Website)" to the Bill Presentation & Bill Payment section as a required service.<br>• Added "My Wireless Web" as a required service.<br>• Added "Wireless Web Enterprise Applications" as required products/services. | Doug Simmons |
| 10/11/00 | • Modified "E-Care HDML Interactive" to include Phase II functionality. | Sherri Huffman |
| 10/11/00 | • Modified PCS to PCS Calling. Changed "Currently available only within the customer's HSA" to read "Can be applied to calls placed to any Sprint PCS MIN." | Sherri Huffman |
| 10/11/00 | • Added "Direct Internet Access with Bandwidth Optimization" as a required product/service. | Sherri Huffman |
| 10/11/00 | • Added "Summary Billing" as a required products/services. | Sherri Huffman |
| 10/11/00 | • Added HDML requirement to the VAD product/service.<br>• Added the effective date to VAD of 8/3/00. | Sherri Huffman |
| 2/23/00 | • General clean-up of "On-Network Travel"<br>  • Deleted "(Home Rate USA)" from the title.<br>  • Removed the words "Sprint PCS customer" from the Description.<br>  • Added "Applies to voice and data services" and "Adherence to current Affiliate Pricing Structure Guidelines" to the Required Features/Capabilities.<br>• Deleted "Off-Network Traveling." Requirements are/were incorporated into other items.<br>• Deleted "Off-Network Local Service." Requirements are/were incorporated into other items.<br>• General clean-up of "On-Network Local Service"<br>  • Deleted the words "Affiliate owned/managed" from the Description.<br>  • Added "Applies to Sprint PCS and Affiliated networks" to the Required Features/Capabilities.<br>• General clean-up of "On-Network Long Distance"<br>  • Title modified from "On-Network Long Distance" to On-Network Long Distance Included Calling."<br>  • Definition working change from ""Calls in the U.S....." to "Calls placed to the U.S....." | Doug Simmons |

## Exhibit 3.1
## Sprint PCS Products and Services

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| | • Added "Applies to wireless voice and data services" to the Required Features/Capabilities.<br>• Wireless Web Browser Effective Date changed to read "Type I&II – 12/31/99, Type III – National Integration solution analysis in progress."<br>• Wireless Web Connection Effective Date changed to read "12/31/99."<br>• "Wireless Corporate Access" was added as a new Product/Service under "Wireless Web Services." | |
| 12/10/99 | • Clarified wording in introduction paragraph and added new document path and link.<br>• Wireless Web Updates Effective Date column changed from "Note 1" to "Type I & II – 10/6/99; Type III – OSSN solution analysis in progress."<br>• Account Spending Limits Effective Date column changed from "Note 1" to "9/7/99."<br>• Note 1 wording clarified and a new path and link were added for the status report.<br>• Added "Voice Activated Dialing" as a new product/service. Product offering and support is required for Type I & II Affiliates, and optional (i.e. not required) for Type III Affiliates until a Type III solution is determined.<br>• Added "*4 TALK Automated Account Information" as a new product/service. Service offering and support is required for Type I & II Affiliates. Product offering is optional for Type III Affiliates, but subscribers/call routing must be properly supported.<br>• Added "E-Care HDML Interactive" as a new product/service. By default, Type I & II Affiliates will be able to provide this Wireless Webb Browser based service. It will be optional for Type III Affiliates.<br>• Added "Enhanced 911 – Phase I" as a new required product/service. FCC Mandated. | Doug Simmons |
| 9/21/99 | • Added a note to the Optional Features/Capabilities column of Over-The-Air Service Provisioning (OTASP) that OTASP functionality is Optional for Type III Affiliates. Decision made by Tom Mateer and Clint Slusher since OTASP is a non-customer facing functionality.<br>• Removed Automation of Account Information IVRU and Web Site as required Products/Services per Tom Mateer and Clint Slusher. Type I & II Affiliates benefit from the same IVRU and Web Site functionality that Sprint PCS offers to all its customer. Type III Affiliates have the discretion as to how they want to handle incoming Customer Service calls/routing. A special/separate Type III Web Site project is underway to get Type III sites to conform to Sprint PCS requirements/guidelines and will be managed under that initiative. | Doug Simmons |
| 8/11/99 | • Changed "Data Services" section name to "Wireless Web Services."<br>• Changed "Connectivity Services" product/service name to "Wireless Web Connection."<br>• Added "Wireless Web Browser" as a new required product/service.<br>• Added "Wireless Web Updates" as a new required product/service. | Doug Simmons |
| 8/3/99 | • Changed the "Effective Date of Standard" column to "Date Added".<br>• Created and "Effective Date" column and populated.<br>• "Wireless Data" product name changed to "Connectivity Services."<br>• Added "Note 1" at the bottom of the Product/Services Table | Doug Simmons |
| 6/16/99 | • Added "Abbreviated Dialing Codes (ADC)" in the Dialing Plans Section as a required Product/Service.<br>• Changed the "Over-The-Air Capability" Product/Service name to "Over-The-Air Service Provisioning (OTASP)." | Doug Simmons |

## Exhibit 3.1
## Sprint PCS Products and Services

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| | • Added "Auto PRL Update" and "IS-683-A Standard Support" as Required Features/Capabilities for the Over-The-Air Service Provisioning (OTASP) service. | |
| 6/14/99 | Added "On-Network Local Service" as a requirement. | Doug Simmons |
| 6/1/99 | Renamed "Modem-In-A-Phone" to "Wireless Data". | Doug Simmons |
| 5/28/99 | Modem-In-A-Phone - Added this requirement for support of circuit switched data and fax services. | Doug Simmons |
| 5/3/99 | Prepaid - Changed from a required product an optional product. | Doug Simmons |
| 3/30/99 | General changes/comments:<br><br>• Changes made to the May 27, 1998 version of the exhibit.<br>• Exhibit description paragraph at the beginning of the exhibit reworded to include reference to new table columns and availability of SDD's. Statement added stating that this document supersedes all other previous documents added.<br>• "Date Published" added.<br>• Format of the exhibit changed to include Affiliate Required, Effective Date of Standard, Required Features/Capabilities, and Optional Features/Capabilities columns.<br>• Applicable Products/Services were designated as "Affiliate Required".<br>• High-level Required Features/Capabilities were added to applicable Products/Services.<br>• High-level Optional Features/Capabilities were added to applicable Products/Services.<br><br>Specific changes:<br><br>• On-Network Traveling - definition reworded for clarity. Features/Capabilities of "Home Rate USA" added.<br>• On-Network Long Distance - Name changed from "Toll Free USA" to "On-Network Long Distance." "Up to 1000 minutes per month" and "Flat monthly charge" were removed. Guam added.<br>• Over-The-Air Capability - features were moved from the Product/Service column to the Required Features/Capabilities column, "ESN Swaps (Equipment Swaps)" was added as clarification to the original Activation functionality, and "PRL Selection and Download" was added.<br>• Paging to External Pagers - definition was reworded for clarity, and features were moved from the Product/Service column to the Required Features/Capabilities column. Added statement that "Sale of paging products is not required" to the Optional column.<br>• PIC Choice - Removed from exhibit. Not an approved product initiative yet.<br>• Home Rate USA - Removed. Product, features, and capabilities included in "On-Network Traveling." "Flat monthly charge" removed.<br>• Toll Free USA - Renamed "On-Network Long Distance." | Doug Simmons |

## Exhibit 3.1
## Sprint PCS Products and Services

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|---|---|---|
| | • Summary Billing - Removed. Sprint PCS does not currently offer this product.<br>• Standard Billing - Added.<br>• PCS to PCS Calling - Added "Currently available only within the customer's HSA," and "Adherence to current Affiliate Pricing Structure Guidelines."<br>• Sprint PCS Management Reporting - Changed name from "Business Management Reporting," and clarified definition.<br>• Electronic Payment - Added "Enrollment forms via Internet site or via fax from Customer Care" as an option.<br>• Nationwide Volume Program - Changed name from "Account Hierarchy Aggregate Discount," and clarified definition.<br>• Membership Plan - Removed.<br>• Association/Government Program - Added.<br>• Roadside Rescue - Changed name from "Roadside Assistance," clarified definition, and added "#ROAD (translates to 1-888-878-5825)".<br>• Add A Phone - Added.<br>• Off Peak Option - Added.<br>• Automation of Account Information - Broke-out separate definitions for "IVRU" and "Web Site," and added statement that functionality to be similar to Sprint PCS specifications.<br>• Toll Dialing - Added definition.<br>• International Dialing - Added definition, changed Operator Assisted Method format, added Direct Dial Method format.<br>• Customer Care Access - Added definition, "No airtime charges," and "No LD charges." Added "*711 (Roaming)" and "*811 (Billing)" as optional dial plans.<br>• Directory Assistance - Spanish DA added as an option, and added "Up to four number requests per call," and " Call completion." Added 555-1212, NPA+555-1212, and 1+NPA+555-1212 as required for Directory Assistance access.<br>• Operator Services - Added definition.<br>• Emergency Services - Special Non-Emergency (311) added as an option. "Must be non-validated" added.<br>• Three Way Calling - Definition added and dialing features moved to "Required Features/Capabilities" column.<br>• Call Forward - Definition added and dialing features moved to "Required Features/Capabilities" column.<br>• Call Waiting - Definition added and dialing features moved to "Required Features/Capabilities" column.<br>• Caller ID - Definition added and dialing features moved to "Required Features/Capabilities" column. Reordered the dialing codes for clarification and clarified blocked call reactivation by adding "*82+<DN>" to "Per Call Reactivation," and eliminating the "Per Call CNIR Restriction."<br>• Call Delivery - Definition added and dialing features moved to "Required Features/Capabilities" column.<br>• Standard Voicemail - Created a separate product and definition for the "Standard Voicemail" product, and moved features to "Required Features/Capabilities" column. | |

## Exhibit 3.1
## Sprint PCS Products and Services

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|---|---|---|
| | • Enhanced Voicemail - Created a separate product and definition for "Enhanced Voicemail," and moved features to "Required Features/Capabilities" column. Changed name from "Mailbox to Mailbox Messaging" to "Enhanced Voicemail."<br>• Short Message Services (SMS) - Changed and reformatted entire section for clarity, definition added, moved product features to the "Required Features/Capabilities" column, removed functionality that currently is unavailable (Mobile Originated Messaging, Operator Dispatch), clarified specific high-level required features/capabilities, and removed references to pricing.<br>• Prepaid - Section reformatted for clarity, definition added, moved product features into the "Required Features/Capabilities" column, added the "Sprint PCS Prepaid Wireless Card" as the only prepaid card option available, removed "Major Credit Cards" as a payment option, removed references to specific pricing and added "Adherence to current Affiliate Pricing Structure Guidelines," removed "First Incoming Minute Free," added "3-Way Calling" and "Roadside Rescue."<br>• Account Spending Limits (ASL) - Added as a required product.<br>• Equipment Replacement Program - Name changed from "Handset Replacement Insurance," reclassified to be Affiliate Required, and "Point of activation enrollment," "Flat monthly premium," and "Deductible" added as required, and "Lockton does post-point of activation enrollments and processes claims" added as optional. | |

## Schedule 3.1
## Optional Table A

This table lists those products and services that are to be supported in the portions of the Service Area where Manager/Affiliate elects to provide EVDO Products and Services.

## EVDO Products and Services:

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Visual Voicemail | Provides an embedded GUI client which allows users to see and manage their voicemail directly from the handset. | Yes | 3/13/09 | 3/13/09 | • Capability to deliver all voicemails in the customer's provided voicemail inbox directly to a VVM application on the VVM-enabled wireless handset.<br>• Ability to provide a VVM specific message waiting indicator on the handset<br>• Capability to view message header information for each voicemail in the Voicemail inbox on the handset<br>• Ability to listen to voicemails directly from the wireless handset<br>• Capability to reply to the sender of a received voicemail message from the device VVM application<br>• Ability to compose new and forward received voicemails from the device VVM application<br>• Ability to systematically provision the VVM service | |

## Schedule 3.1
## Optional Table A

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Sprint Mobile Sync | Enables a customer to quickly and easily manage, access and backup your phone address book through sprint.com or from their phone. | Yes | 3/13/009 | 3/13/09 | • Ability to create, store and manage up to 5,000 contacts with their Sprint Mobile Sync address book with multiple phone numbers, addresses, notes and other contact information.<br>• Provides contact synchronization/backup. Every change made to phone address book will be automatically saved on the Sprint network and every change made online will be updated on your phone address book.<br>• Ability to create and manage groups for Nextel Direct Connect users. Add and manage your personal Group Connect® groups to instantly reach up to 20 other subscribers at the same time , and create and manage shared TeamDC® groups for Nextel Direct Connect use.<br>• Ability to auto-move contacts from one phone to another. If phone is ever lost or stolen, the contacts are saved on the Sprint network and will automatically load on a replacement phone as soon as it is activated.<br>• Ability to erase contacts from lost phone. You can erase contacts from a lost or stolen phone to protect your information using the online tool.<br>• Ability to import contact information. Import contact information to your address book or synchronize with your Microsoft® Outlook contacts. | |

## Schedule 3.1
## Optional Table A

| [illegible] | [illegible] | Required | Added | Date | Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| | | | | | | |

## Schedule 3.1
## Optional Table A

**Note 1**:

References products that have not yet launched or are being launched in phases. See the "*Sprint PCS New Product Introduction (NPI) Launch Status Report*" documents on the Affiliated Web Site available for viewing by authorized individuals within each Affiliate organization.
Path: Departments > Sales & Distribution > Affiliates > Affiliate File Index > Restricted Information > Products and Services > New Product Introduction (NPI)).

**Schedule 3.1**
**Optional Table A**

## Change Control Log

Double Click to go to Products and Services

| Date | Change Description | Change Made By: |
|---|---|---|
| 3/13/09 | • Created a new "EVDO Products and Services" section.<br>• Added "Sprint Mobile Sync" as a required product/service under the "EVDO Products and Services" section<br>• Added "Visual Voicemail" as a required product/service under the "EVDO Products and Services" section<br>• | Kellie Whitaker |

## Schedule 3.1
## Optional Table B

This table lists those products and services that are to be supported in the portions of the Service Area where Manager/Affiliate elects to provide Q-Chat Products and Services. If Manager/Affiliate provides Q-Chat Products and Services, Manager/Affiliate must also provide all Products and Services in Schedule 3.1 Optional Table A.

## Q-Chat Products and Services:

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| Nextel Direct Connect on Sprint | Provides nationwide instant push-to-talk two-way capabilities on sprint CDMA devices. | Yes | 3/13/09 | 3/13/09 | • Direct Connect* - Provides instant one-to-one Pust-to-talk communication.<br>• Call Alert* -- PTT notification to let someone know you want to reach them<br>• Call Alert with Text – ability to append a canned text message to a Call Alert<br>• Group Connect – push-to-talk group of up to 21 members nationwide. Groups may be created on-the-fly from the handset or online using Sprint® Mobile Sync (*Interoperable with NDC on Nextel handsets late 2008).*<br>• TeamDC – predefined push-to-talk group of up to 35 members nationwide. TeamDC groups may only be created online using Sprint® Mobile Sync<br>• PTT Missed Call Notification – Immediate notification that you missed a Direct Connect call, Call Alert, or group PTT call when you are on a Direct Connect or group call | |

## Schedule 3.1
## Optional Table B

| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | Required Features/Capabilities | Optional Features/ Capabilities |
|---|---|---|---|---|---|---|
| | | | | | • DC Permissions- ability to block/allow Direct Connect calls and Call Alerts from select individuals. Does not block Group calls.<br>• One number for cell and PTT – ability to have one number for your mobile and Direct Connect service. Subscriber can also opt to have a unique Direct Connect number if preferred.<br>• Integration with SMS Messaging - Integrated prompt to send a SMS message (text or voice) when your PTT call is blocked (i.e. the other user is out of coverage, has his/her phone turned off or is on a cellular call). Prompts occur only when calling another Sprint NDC user who uses<br>• Single Number Option (10-digit cell number used as DC number).<br>• Interoperable with Nextel Direct Connect subscribers<br>• Requires EVDO Rev A and QCHAT Network Software | |

## Schedule 3.1
## Optional Table B

**Note 1**:

References products that have not yet launched or are being launched in phases. See the "*Sprint PCS New Product Introduction (NPI) Launch Status Report*" documents on the Affiliated Web Site available for viewing by authorized individuals within each Affiliate organization.
Path: Departments > Sales & Distribution > Affiliates > Affiliate File Index > Restricted Information > Products and Services > New Product Introduction (NPI)).

**Schedule 3.1**
**Optional Table B**

## Change Control Log

Double Click to go to Products and Services

| Date | Change Description | Change Made By |
|---|---|---|
| 3/13/09 | • Added "Q-Chat Products and Services" Section.<br>• Added "Nextel Direct Connect on Sprint" as a required product/service under the "Q-Chat Products and Services" section<br>• | Kellie Whitaker |

**Addendum X**
**to**
**Sprint PCS Management Agreement**

Dated as of March 15, 2010

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 X (this "Addendum") contains amendments to the Sprint PCS Management Agreement, dated November 5, 1999, between 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.) The Management Agreement was 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,

(5) Addendum V dated as of January 30, 2004,

(6) Addendum VI dated as of May 24, 2004,

(7) Addendum VII dated as of March 13, 2007,

(8) Addendum VIII dated as of September 28, 2007; and

(9) Addendum IX dated as of April 14, 2009.

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 or the Schedule of Definitions. The Management Agreement, the Services Agreement, the Trademark License Agreements, the Schedule of Definitions and all prior addenda continue in full force and effect, except for the 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.

This Addendum is effective on the date written above (the "Effective Date").

On the Effective Date, the Management Agreement, the Schedule of Definitions and the Services Agreement are amended as follows:

1. Section 2.3(d)(i) of the Management Agreement is deleted in its entirety and replaced with the following:

SEE ADD XIV §2 REPLACED BY §8 OF ADDENDUM XVIII

(i) Sprint PCS may cause Sprint PCS Products and Services to be sold in the Service Area (including EVDO Products and Services and Q-Chat Products and Services if Manager elects to sell such products and services and 3G/4G Products and Services regardless of whether Manager elects to sell 3G/4G Products and Services), through the Sprint PCS National Accounts Program Requirements and the Sprint PCS National or Regional Distribution Program Requirements and may allow its distributors of iDEN Products and Services in the Service Area to sell Sprint PCS Products and Services (including EVDO Products and Services and Q-Chat Products and Services if Manager elects to sell such products and services and 3G/4G Products and Services regardless of whether Manager elects to sell 3G/4G Products and Services) to customers that previously purchased iDEN Products and/or iDEN Services.

2. Section 3.1 of the Management Agreement is deleted in its entirety and replaced with the following:

**3.1 Products and Services.**

**3.1.1 <u>Sprint PCS Products and Services</u>.** Manager must offer for sale, promote and support all Sprint PCS Products and Services within the Service Area, unless the parties otherwise agree in advance in writing. Within the Service Area, Manager may only sell, promote and support wireless products and services that are Sprint PCS Products and Services or are other products and services authorized under Sections 3.1 or 3.2. The Sprint PCS Products and Services as of the date of this agreement are attached as <u>Exhibit 3.1</u>. Sprint PCS may modify the Sprint PCS Products and Services from time to time in its sole discretion by delivering to Manager a new <u>Exhibit 3.1</u>. If Sprint PCS begins offering nationally a Sprint PCS Product or Service that is a Manager's Product or Service, such Manager's Product or Service will become a Sprint PCS Product or Service under this agreement.

**3.1.2 <u>EVDO and Q-Chat Products and Services</u>.** EVDO Products and Services and Q-Chat Products and Services have not been designated as a Sprint PCS Products and

Services since Sprint PCS has not at this time required that Manager and the Other Managers provide such services. Sprint PCS reserves the right to designate EVDO Products and Services and Q-Chat Products and Services as Sprint PCS Products and Services. Manager may elect to provide EVDO Products and Services in portions of the Service Area and, after Sprint PCS launches Q-Chat Products and Services, Manager may also elect to provide Q-Chat Products and Services in portions of the Service Area on the terms contained in this and the next two paragraphs.

Schedule 3.1, Optional Table A, describes certain EVDO Products and Services. Schedule 3.1 Optional Table B, describes certain Q-Chat Products and Services. If Manager elects to provide EVDO Products and Service in a portion of the Service Area, Manager must provide all the products and services listed in Optional Table A of Schedule 3.1 in that portion of the Service Area. If Manager elects to provide Q Chat Products and Services in any portion of the Service Area, Manager must also provide EVDO Products and Service in such portion of the Service Area and must provide all the products and services listed on both Optional Tables A and B of Schedule 3.1. Any products and services listed in Optional Tables A or B of Schedule 3.1 that Manager is obligated to provide will be treated as if they were Sprint PCS Products and Services so long as Manager is obligated to provide such products and services. Sprint PCS may revise Optional Tables A and B of Schedule 3.1 in the same manner as the Sprint PCS Products and Services listed on Exhibit 3.1 may be revised. Manager's sale of EVDO Products and Services and Q-Chat Products and Services must comply with any Program Requirements that Sprint PCS may adopt relating to such products and services and Manager must offer and support all Sprint PCS pricing plans adopted by Sprint PCS for such services, as provided in Section 4.4 of this Management Agreement.

Manager may not utilize any confidential iDEN subscriber information of Sprint PCS in connection with the sale of Q-Chat Products and Services and may not engage in any direct marketing campaigns that are designed specifically to induce those customers that purchased iDEN Products and Services from Related Parties of Sprint PCS to switch to Q-Chat Products and Services. Sprint PCS may elect to brand and market the Q-Chat Products and Service as Nextel Direct Connect or under any other brand selected by Sprint PCS, and Manager shall have the right to use the Nextel Direct Connect brand or such other brand as Sprint PCS selects in connection with such service. If Manager elects to sell Q-Chat Products and Services, the Trademark License Agreements will be amended to permit Manager to use the applicable Licensed Marks.

**3.1.3 Combined 3G/4G Products and Services.** Sprint PCS may make certain 3G/4G Products and Services available for sale by Manager in the Service Area by including the associated dual band 3G/4G wireless devices on the device order form used by Manager to order other wireless devices. Dual banded 3G/4G devices and related accessories will be made available to Manager in the same manner in which devices that operate exclusively on the Sprint PCS Network and related accessories are made available to Manager. Sprint PCS may add or delete dual band 3G/4G wireless devices from the device order form at any time. Any sale by Manager of any 3G/4G Products and Services enabled by the 3G/4G devices made available to Manager will be made on the terms and conditions contained both in this Agreement and the Distribution Agreement.

Manager is not authorized to sell products and services that operate solely on the 4G Network under either this Agreement or the Distribution Agreement and Sprint PCS has no obligation to make available to Manager all 3G/4G Products and Services that Sprint PCS and its Related Parties may sell.

Although 3G/4G Products and Services will not be designated as Sprint PCS Products and Services since the 4G component does not operate on the Sprint PCS Network, except as specifically provided in the Agreement, any 3G/4G Products and Services that Manager elects to sell under this Agreement will be treated as if they are Sprint PCS Products and Services so long as Manager provides such products and services. Manager will be responsible for all device costs (including any applicable device subsidies) and any commissions paid to any Manager employee or Manager distributor that sells a 3G/4G Product or Service that is activated in the Service Area. Manager will be compensated for any sale of 3G/4G Products and Services in the Service Area in accordance with Section 10 of this Agreement and will not be compensated separately under the Distribution Agreement. Manager's sale of 3G/4G Products and Services must comply with any Program Requirements that Sprint PCS may adopt relating to such products and services and Manager must offer and support all Sprint PCS pricing plans adopted by Sprint PCS for such services, as provided in Section 4.4 of this Management Agreement. Manager must perform any network enhancements or upgrades required by Sprint PCS to ensure full functionality of any 3G/4G dual banded devices made available to Manager which Manager elects to sell provided that Sprint PCS is performing the same network enhancements or upgrades to its portion of the Sprint PCS Network. In portions of the Service Area where both 3G and 4G coverage is available, Sprint PCS may elect to require that customers with a 3G/4G dual banded device access the 4G Network prior to accessing the Sprint PCS Network.

**3.1.4. Airave Devices.** Sprint PCS has elected to make available for sale by Manager Airave devices with an analog telephone adapter that provides both wireless and VoIP functionality ("Airave II"). Due to the current small volume of sales, the minimal revenues and costs associated with the VoIP component and the difficulty and expense of tracking these revenues and costs, Sprint PCS and Manager have agreed that the Airave II device will be included as a Sprint PCS Product and Service and Manager will be entitled to all revenues associated with the use of Airave II devices sold to customers in a CSA assigned to the Service Area. Sprint PCS may in the future elect to require that Manager and Sprint PCS develop a method for allocating the revenues and expenses associated with the VoIP component of the Airave II device for revenues and expenses incurred after the notification date and, if Manager and Sprint PCS are unable to agree on an appropriate allocation of such revenues and expenses, Sprint PCS may remove the Airave II device from the Sprint PCS Products and Services list. If Sprint PCS elects to remove the Airave II device from the Sprint PCS Products and Services list, Manager will retain all revenues associated with Airave II devices sold to customers in a CSA assigned to the Service Area prior to the date that Sprint removes the Airave II device from the Sprint PCS Products and Services list, but may not sell additional Airave II devices in the Service Area after that date.

§3.1.9 ADDED BY ADD. XIV

§§ 3.1.6, 3.1.7, 3.1.8 ADDED BY ADD. XII

SECTION 3.1.5 ADDED BY §3 OF ADDENDUM XI

3. The last sentence of Section 4.2 (as added by Addendum VII) is deleted in its entirety and replaced with the following:

REPLACED BY § 9 OF ADDENDUM XII

~~Manager acknowledges that in connection with the Sprint PCS National Accounts Program, Sprint PCS and its Related Parties may offer products and services that use a combination of CDMA, 4G and iDEN technology.~~

4. The first sentence of the second paragraph of Section 10.2 of the Management Agreement is deleted and replaced with the following:

REPLACED BY § 6 OF ADDENDUM XI.

SEE § 10 OF ADD XII

SEE § 4 OF ADD XIV

~~**"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 (A) Sprint PCS Products and Services; (B) PowerSource Products and Services and (C) 3G/4G Products and Services related to all Customer accounts assigned to the Service Area, except (i) Outbound Roaming Fees, (ii) amounts handled separately in this section 10 (including the amounts in Section 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) and (iv) other amounts identified in this agreement as not included in Billed Revenue (these Customer Accounts being **"Manager Accounts"**).~~

5. Section 10.2.7 of the Management Agreement is deleted in its entirety and replaced with the following:

**10.2.7.1** **<u>PowerSource Fee.</u>** Manager will pay the PowerSource Fee for each PowerSource Phone that is activated during any month in a CSA assigned to the Service Area, regardless of when the PowerSource Phone is subsequently deactivated (including, specifically, but not limited to any deactivation arising from an early termination or return of a phone by a customer or fraudulent sales of PowerSource Phones); provided that Manager will not pay the Power Source Fee for a PowerSource Phone that is activated as a replacement for a PowerSource Phone that is damaged or defective. The PowerSource Fee will not be reduced by any Allocated Write Off. Sprint PCS may credit the amounts due to Manager under this Section 10 for any month by the amount of the PowerSource Fee due to Sprint PCS or a Related Party for that month.

**10.2.7.2** **<u>3G/4G Fee</u>.** Manager will pay to Sprint PCS the 3G/4G Fee for each 3G/4G subscriber multiplied by the average number of 3G/4G subscribers in the Manager's Service Area to compensate Sprint PCS for the fee that Sprint PCS must pay to Clearwire when a Sprint PCS customer uses the 4G Network. The average number of 3G/4G subscribers in the Manager's Service Area will be determined by averaging the number of 3G/4G subscribers at the beginning and at the end of a settlement period. Until January 1, 2011, the 3G/4G Fees are (A) $2.00 per month for each 3G/4G subscriber activated on a 3G/4G plan located in a Non 4G Market within the Service Area and (B) $13.00 per month for each 3G/4G subscriber activated on a 3G/4G plan located in a 4G Market within the Service Area. The two monthly fees will be adjusted on January 1, 2011 and updated each three month period thereafter to be equal to the estimated monthly

average expense per subscriber that Sprint PCS will pay to Clearwire for usage of the 4G Network by 3G/4G subscribers in Manager's Service Area (regardless of whether the usage is inside or outside of the Service Area). Sprint PCS may credit the amounts due to Manager under this Section 10 for any month by the amount of the 3G/4G Fee due to Sprint PCS or a Related Party of Sprint PCS for that month.

6. ~~The first sentence of Section 10.3.2.2 of the Management Agreement is deleted and~~ replaced with the following:

§7 OF ADDENDUM XI ADDS 10.2.7.3

SEE § 4 of ADD XVII

~~The reductions of amounts billed to Manager Accounts related to the sale of handsets and handset accessories from Sprint PCS inventory (including PowerSource Phones, 3G/4G Products and Services and related accessories) are referred to as **"Customer Equipment Credits."**~~

7. ~~Section 10.3.2.5 of the Management Agreement is deleted in its entirety and replaced~~ with the following:

§10.2.7.4 ADDED BY ADD XII

SEE § 6 of ADD XVII

~~**10.3.2.5 Customer Equipment Charges**. The amount that Sprint PCS bills to Manager Accounts for subscriber equipment and accessories sold or leased (including PowerSource Phones, 3G/4G Products and Services and related accessories) are referred to as **"Customer Equipment Charges"**.~~

§ 10.2.7.5 ADDED BY ADD XIV

8. The first sentence of Section 10.10 of the Management Agreement is replaced with the following:

Each Business Day, Manager will deposit into bank accounts and authorize Sprint PCS or a Related Party that Sprint PCS designates to sweep from such accounts the amounts collected from Customers on behalf of Sprint PCS and its Related Parties for the Sprint PCS Products and Services, PowerSource Products and Services and 3G/4G Products and Services.

9. The Schedule of Definitions is revised to include the following:

**"3G/4G Fee"** means a monthly fee paid by Manager for each 3G/4G subscriber in the Service Area to compensate Sprint PCS for the costs that Sprint PCS must pay to Clearwire when a Sprint PCS customer with a 3G/4G device uses the 4G Network.

**"3G/4G Products and Services"** means Sprint branded 3G/4G dual banded wireless products and services that operate on both the Sprint PCS Network and the 4G Network.

**"4G Market"** means a CSA in Manager's territory where Clearwire has launched their 4G Network and at least 40% of the population of the CSA has 4G coverage.

**"4G Network"** means the 4G 2496 - 2690 MHz spectrum Wi-Max network deployed, owned and operated by Clearwire or its Related Parties.

**"Clearwire"** means Clearwire Communications, LLC.

**"Clearwire Usage Agreement"** means that certain 4G MVNO Agreement among Clearwire Communications LLC, Comcast MVNO II, LLC, TWC Wireless, LLC, BHN Spectrum Investments, LLC and Sprint Spectrum L.P. dated November 28, 2008 which allows Sprint PCS to appoint independent representatives and agents to sell Sprint-branded, dual mode wireless communications products and services that operate both on Sprint's CDMA network and Clearwire's 4G network.

**"CSA"** means customer service area.

**"Distribution Agreement"** means that certain Dual Mode (3G/4G) Distribution Agreement dated March 15, 2010 between Sprint Solutions, Inc. and Manager.

**"Non 4G Market"** means any CSA in the Service Area other than a 4G Market.

**"Other Managers"** means any person or entity with which Sprint PCS (i) has entered into an agreement similar to this agreement or an Affiliation Agreement, including without limitation an affiliate under an Affiliation Agreement or a manager under another Management Agreement, under which the person or entity designs, constructs and manages a service area network and offers and promotes Sprint PCS Products or Services and (ii) has entered into an Affiliation Agreement or Management Agreement that Sprint PCS or a Related Party of Sprint PCS acquires and subsequently terminates the Affiliation Agreement or Management Agreement with that person or entity.

10. **Manager and Sprint PCS' Representations.** Manager and Sprint PCS each represents and warrants that its respective execution, delivery and performance of its obligations described in this Addendum have been duly authorized by proper action of its governing body and do not and will not violate any material agreements to which it is a party. Each of Manager and Sprint PCS also represents and warrants that there are no legal or other claims, actions, counterclaims, proceedings or suits, at law or in arbitration or equity, pending or, to its knowledge, threatened against it, its Related Parties, officers or directors that question or may affect the validity of this Addendum, the execution and performance of the transactions contemplated by this Addendum or that party's right or obligation to consummate the transactions contemplated by this Addendum.

11. **Counterparts.** This Addendum may be executed in one or more counterparts, including facsimile counterparts, and each executed counterpart will have the same force and effect as an original instrument as if the parties to the aggregate counterparts had signed the same instrument.

The parties have caused this Addendum X to be executed as of the date first above written.

SPRINT SPECTRUM L.P.

By: _____
Name: Jeff Hallock
Title: VP, National Distribution

WIRELESSCO, L.P.

By: _____
Name: Jeff Hallock
Title: VP, National Distribution

APC PCS, LLC

By: _____
Name: Jeff Hallock
Title: VP, National Distribution

PHILLIECO, L.P.

By: _____
Name: Jeff Hallock
Title: VP, National Distribution

SPRINT COMMUNICATIONS COMPANY L.P.

By: _____
Name: Jeff Hallock
Title: VP, National Distribution

SHENANDOAH PERSONAL
COMMUNICATIONS COMPANY

By: _____
Name: CHRISTOPHER E. FRENCH
Title: PRESIDENT

**Addendum XI**
**to**
**Sprint PCS Management Agreement and**
**Sprint PCS Services Agreement**

Dated as of July 7, 2010

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 XI (this "Addendum") contains amendments to the Sprint PCS Management Agreement, dated November 5, 1999, between 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"), the Sprint PCS Services Agreement, dated November 5, 1999, between Sprint Spectrum L.P. and Shenandoah Personal Communications Company (the "Services Agreement") , the Sprint Trademark and Service Mark License Agreement(s) and the Schedule of Definitions, dated November 5, 1999, attached to the Management Agreement (the "Schedule of Definitions"). The Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions 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,

(5) Addendum V dated as of January 30, 2004,

(6) Addendum VI dated as of May 24, 2004,

(7) Addendum VII dated as of March 13, 2007,

(8) Addendum VIII dated as of September 28, 2007;

(9) Addendum IX dated as of April 14, 2009; and

(10) Addendum X dated as of March 15, 2010.

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 or the Schedule of Definitions. The Management Agreement, the Services Agreement, the Trademark License Agreements, the Schedule of Definitions and all prior addenda continue in full force and effect, except for the 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.

This Addendum is effective on the date written above (the "Effective Date").

On the Effective Date, the Management Agreement, Trademark and Service Mark License Agreements, the Schedule of Definitions and the Services Agreement are amended as follows:

*Management Agreement*

SEE ADD XII §2

SEE ADD XIV §1

SEE ADD XV §1

1. Subject to the Closing, and effective on the Settlement Date, the last paragraph of Section 1.1 of the Management Agreement 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. Except with respect to the payment obligations under Sections 1.4, 1.9.2, 1.10, 4.4, 9.3, 10.2, 10.5, 10.6, 10.8, 10.9, 12.1.2 and Article XIII of this agreement, Sections 2.1.1(d), 2.1.2(b), 3.2, 3.3, 3.4, 5.1.2 and Article VI of the Services Agreement and any payments arising as a result of any default of the parties' obligations under this agreement and the Services Agreement, the Fee Based on Billed Revenue described in Section 10.2.1 of this agreement, the Prepaid Management Fee described in 10.2.7.3 of this Agreement, and the Net Service Fee, the Prepaid CPGA Fee and Prepaid CCPU Fees described in Section 3.2 of the Services Agreement will constitute the only payments between the parties under the Management Agreement, the Services Agreement and the Trademark License Agreements.

REPLACED BY SECTION 2 OF ADDENDUM XII

2. Subject to the Closing, and effective on the Settlement Date, Section 2.3(d)(i) of the Management Agreement is deleted in its entirety and replaced with the following:

(i) Sprint PCS and its Related Parties may cause Sprint PCS Products and Services and Prepaid Products and Services to be sold in the Service Area (including EVDO Products and

SEE § 2 ADD XIV

Services and Q-Chat Products and Services if Manager elects to sell such products and services and 3G/4G Products and Services regardless of whether Manager elects to sell 3G/4G Products and Services), through the Sprint PCS National Accounts Program Requirements and the Sprint PCS National, or Regional Distribution Program Requirements and may allow its distributors of iDEN Products and Services in the Service Area to sell Sprint PCS Products and Services (including EVDO Products and Services and Q-Chat Products and Services if Manager elects to sell such products and services and 3G/4G Products and Services and Prepaid Products and Services regardless of whether Manager sells 3G/4G Products and Services and Prepaid Products and Services) to customers that previously purchased iDEN Products and/or iDEN Services. Additionally, Sprint PCS may sell Prepaid Products and Services in the Service Area through: (i) Prepaid National and Regional Distributors set forth on Exhibit 4.1 Attachment B-1; and (ii) local indirect dealers authorized pursuant to any applicable master agent agreement entered by Sprint PCS or its Related Part(ies) with a master agent in effect from time to time (the "Master Agent Agreement") including, but not limited to a Fourth Amended and Restated Master Agent Agreement between Virgin Mobile USA, L.P. ("VMU") and Actify LLC, dated July 31, 2009 as it may be amended, supplemented or replaced.

3. Subject to Closing, and effective on the Settlement Date, Section 3.1.5 is added to the Management Agreement:

**3.1.5 <u>Prepaid Products and Services</u>.** (a) Sprint PCS shall make certain Prepaid Products and Services available to Manager upon completion of the Closing of the transactions contemplated and set forth in the Compensation Agreement set forth in Exhibit "A" of this Addendum XI (the "Compensation Agreement"), to be executed by VMU and Manager contemporaneously with this Addendum. The terms "Closing" and "Settlement Date" as used in this Addendum XI shall have the same meaning as defined in the Compensation Agreement. At Closing, Sprint PCS or its Related Entity and Manager will enter into the Prepaid Distribution Agreement in the form attached hereto as Exhibit "B" (the "Prepaid Distribution Agreement"). On and after the Closing of the Compensation Agreement, Manager will offer for sale, promote and support Prepaid Products and Services made available to Manager within the Service Area in compliance with the Prepaid Distribution Agreement and the Management Agreement.

(b) Although Prepaid Products and Services have not initially been designated as Sprint PCS Products and Services, Sprint PCS reserves the right to designate Prepaid Products and Services as Sprint PCS Products and Services.

(c) Pursuant to the Prepaid Distribution Agreement, Manager shall be responsible for all device costs (including any applicable device subsidies) and any commissions paid to any Manager employee that sells a Prepaid Product or Service that is activated in the Service Area subsequent to the Settlement Date. Manager will be compensated for any sale of Prepaid Products and Services in the Service Area in accordance with Section 10 of this Management Agreement and will not be compensated separately under the Prepaid Distribution Agreement except as specifically provided therein. Manager must perform any network enhancements or upgrades required by Sprint PCS to ensure full functionality of any prepaid devices made available to Manager

which Manager sells provided that Sprint PCS is performing the same network enhancements or upgrades to its portion of the Sprint PCS Network.

(d) In the event the Prepaid Distribution Agreement is terminated, Manager agrees to stop all sales of Prepaid Products and Services from Manager's distribution locations, including Manager's owned stores, and to remove any Prepaid Products and sales literature, signage, and other prepaid related materials from such locations. Manager further agrees to continue supporting any existing customers who were sold Prepaid Products and Services prior to the termination of the Prepaid Distribution Agreement (including ongoing service for customers who renew their service) under the terms of the Management Agreement as outlined in Addendum XI and the Prepaid Distribution Agreement. Sprint PCS and Manager agree that the compensation, payment and other terms and conditions will continue to be the same as the compensation, payment and other terms applicable prior to the termination.

§§3.1.6, 3.1.7, 3.1.8 ADDED BY ADDENDUM XII

4. For the purposes of the Management Agreement, subject to Closing and effective as of the Settlement Date: (a) VMU shall not be a reseller in the Manager's Service Area and the sale of Prepaid Products and Services shall not be a Resale Arrangement for purposes of Sections 3.5.2, 10.4 and other applicable sections of the Management Agreement; and (b) Program Requirement 3.5.2 for Resale of Products and Services by Virgin Mobile USA, LLC is deleted.

§3.1.9 ADDED BY ADD XIV §3

5. Subject to Closing and effective upon the Settlement Date, Exhibit 4.1 to the Management Agreement is amended to include "Exhibit 4.1 Attachment B-1 Sprint PCS Prepaid Distribution Programs" attached hereto and hereby incorporated. Exhibit 4.1 Attachment B-1 may be amended from time to time in the same manner as Exhibit 4.1.

6. Subject to Closing and effective upon the Settlement Date, the first sentence of the second paragraph of Section 10.2 of the Management Agreement is deleted and replaced with the following:

**"Billed Revenue"** is all customer account activity (e.g., all activity billed, attributed or otherwise reflected in the customer account) during the calendar month for which the fees and payments are being calculated (**the "Billed Month"**) for (A) Sprint PCS Products and Services; (B) PowerSource Products and Services and (C) 3G/4G Products and Services related to all Customer accounts assigned to the Service Area except (i) Outbound Roaming Fees, (ii) amounts handled separately in this section 10 (including the amounts in Section 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); and (iv) other amounts identified in this agreement as not included in Billed Revenue (these amounts being **"Manager Accounts"**). Prepaid Revenue is also not included in Billed Revenue.

1ST SENTENCE REPLACED BY §10 OF ADDENDUM XII

SEE §4 OF ADD XIV

7. Subject to Closing and effective on the Settlement Date, the following Section 10.2.7.3 is added to the Management Agreement:

10.2.7.3 (a) Subject to Closing and effective on the Settlement Date, Sprint PCS will remit to Manager Prepaid Revenue, payable monthly, less: (i) the Prepaid Management Fee; (ii) the Prepaid CCPU Fee; and (iii) the Prepaid CPGA Fee. The Prepaid Management Fee (based on Prepaid ARPU) , Prepaid CCPU Fee, and Prepaid CPGA Fee will be paid monthly based on actual results for the prior quarter and trued-up on a quarterly basis pursuant to the settlement process set forth in Section 3.2.3(b) of the Service Agreement.

(b) On and after the Settlement Date, Sprint PCS will not be paid an Inter Service Area fee when a Prepaid Subscriber uses the Sprint PCS Network in the Sprint PCS Service Area and Manager will not be paid an Inter Service Area fee when a Sprint Assigned Prepaid Customer uses the Service Area Network.

§10.2.7.4 ADDED BY ADD XII

8. Section 12.2(g) is added to the Management Agreement:

§10.2.7.5 ADDED BY ADD XIV

(g) Manager specifically acknowledges and affirms that unless publicly disclosed by Sprint PCS, information concerning Prepaid ARPU for individual Prepaid Brands is considered Sprint PCS Confidential Information for purposes of the Management Agreement and Service Agreement. Manager agrees that it has determined that, as of the Effective Date, information concerning Prepaid ARPU for individual Prepaid Brands is not material information that Manager would be required to disclose by applicable law or a stock exchange or association on which Manager's or its affiliate's securities are or may become listed. In no event will Manager disclose Prepaid ARPU for individual Prepaid Brands if Sprint PCS has not disclosed the same information, unless, subsequent to the Effective Date, Manager determines, based on the advice of legal counsel, that such disclosure is required by law, in which case Manager shall provide Sprint PCS with written notice of such determination at least 30 days' prior to public disclosure (or, if Shentel is required to make public disclosure in fewer than 30 days, with as much prior notice to Sprint as is reasonably practicable).

*Service Agreement*

9. Prepaid Services. Subject to the Closing and effective upon the Settlement Date, Schedule 2.1.1 to the Services Agreement is amended to include the Prepaid Services shown on the attached Schedule 2.1.1-A.

10. Regardless of whether the Closing occurs under the Compensation Agreement, Section 3.2.1 of the Service Agreement is deleted in its entirety and replaced with the following:

SEE ALSO §§18 – 23 OF ADDENDUM XVIII

3.2.1 A. Initial Pricing Period. Subject to adjustment pursuant to Section 3.2.2 and the transition provided by Section 10.12.3 of the Management Agreement, Manager will pay to Sprint Spectrum 8.8 % of (a) Net Billed Revenue less (b) the Allocated Write-offs for Net Billed Revenue (such amount, as may be adjusted pursuant to Section 3.2.2, the "Net Service Fee") for the Services other than the

Settled-Separately Manager Expenses by or on behalf of Sprint Spectrum each month commencing with January, 2007.

~~B. Adjusted Pricing. Beginning June 1, 2010, and subject to adjustment pursuant to Section 3.2.2, the Net Service Fee payable by Manager each month will be 12.0% of (a) Net Billed Revenue less (b) the Allocated Write-offs for Net Billed Revenue for the Services and Settled-Separately Manager Expenses by or on behalf of Sprint Spectrum. The Parties agree that notwithstanding anything to the contrary set forth in Section 3.2.2(a) or 3.3.2(b), there will be no further Net Service Fee adjustment until, at the earliest, pursuant to the Review Notice Period commencing June 30, 2011, as set forth in Section 3.2.2(b).~~

REPLACED BY §14 OF ADDENDUM XII

11. Regardless of whether the Closing occurs under the Compensation Agreement, Section 3.2.2(b) of the Service Agreement is deleted in its entirety and replaced with the following:

~~(b) Beginning on June 30, 2011, between June 30th and July 31st of each calendar year during the term of this agreement (the "Review Notice Period"), if any party believes in good faith that the Appropriate Net Service Fee is more than one (1) full percentage point higher or lower than the Net Service Fee then in effect, then such party may initiate a review of the Net Service Fee by delivering a Review Notice to the other party, including its proposed Appropriate Net Service Fee. For purposes of illustration, in order to initiate a Review Notice during the Review Notice Period in 2011, Manager must believe in good faith that the Appropriate Net Service Fee is less than 11.0%. For avoidance of doubt, it is understood and agreed that such adjustments shall remain subject to the provisions of Section 3.2.2(l).~~

REPLACED BY §15 OF ADDENDUM XII SUPERSEDED BY §19 OF ADDENDUM XVIII

12. Prepaid Management Fee, Prepaid CPGA Fee and Prepaid CCPU Fee. Subject to Closing and effective upon the Settlement Date, the following Section 3.2.3 is added to the Services Agreement:

3.2.3 (a) In addition to other amounts payable under the Management Agreement and this Services Agreement, Manager will pay Sprint Spectrum a Prepaid CPGA Fee and a Prepaid CCPU Fee, payable monthly, and any amounts due Manager will be reduced by these fees.

(b) Quarterly Reset of Prepaid ARPU, Prepaid CPGA Fee and Prepaid CCPU Fee; Timing of Payments and True-Up. Notwithstanding anything to the contrary contained herein, payments for the Prepaid Management Fee, Prepaid CPGA Fee and the Prepaid CCPU Fee will be due monthly and will be based on Prepaid CPGA, Prepaid CCPU and Prepaid ARPU rates reset quarterly based on actual results for the prior quarter provided by Sprint. Once a new calendar quarter commences, actual averages for the prior quarter will be calculated and those actual averages will be used to true-up the differential between fees paid in the previous quarter and the actual quarterly average. If the true up shows Sprint PCS owes the Manager funds, Sprint PCS will pay these funds in the next weekly cash payment. If the Manager owes Sprint PCS funds, such funds will be offset against the weekly cash payments until the amount owed is recovered.

*Trademark License Agreement*

13. The first sentence of the preamble of the Sprint Spectrum Trademark License Agreement is amended as follows:

> THIS AGREEMENT is made as of the 5th day of November, 1999, by and among Sprint Spectrum L.P, a limited partnership organized under the laws of the State of Delaware, as licensor ("CDMA Licensor"), Nextel Communication, Inc., a Delaware corporation as added as a party to this agreement effective as of January 1, 2007 ("iDEN Licensor") and Boost Worldwide, Inc., a Delaware corporation along with Virgin Mobile USA, LP a limited liability company organized under the law of the State of Delaware ("Prepaid Licensors", together with CDMA Licensor and iDEN Licensor, "Licensor") as added parties to this agreement effective as of the Settlement Date, and Shenandoah Personal Communication Company, a corporation formed under the laws of Virginia, as licensee ("Licensee")

14. The first sentence of the preamble of the Sprint Trademark License Agreement is amended as follows:

> THIS AGREEMENT is made as of the 5th day of November, 1999, by and among Sprint Communications Company, L.P. , a limited partnership organized under the laws of the State of Delaware, as licensor ("CDMA Licensor"), Nextel Communication, Inc., a Delaware corporation as added as a party to this agreement effective as of January 1, 2007 ("iDEN Licensor") and Boost Worldwide, Inc., a Delaware corporation along with Virgin Mobile USA, LP a limited liability company organized under the law of the State of Delaware ("Prepaid Licensors", together with CDMA Licensor and iDEN Licensor, "Licensor") as added parties to this agreement effective as of the Settlement Date, and Shenandoah Personal Communication Company, a corporation formed under the laws of Virginia, as licensee ("Licensee").

15. A new third recital is added to the Trademark License Agreements as follows:

> WHEREAS, Prepaid Licensors are either the owner or exclusive licensee of the Prepaid Brands and such other marks as may be adopted and established from time to time and the goodwill of the business symbolized thereby; and

16. Section 1.1(a) of each of the Trademark License Agreements is amended to read as follows:

> 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-exclusive, 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 Licensed Products and Services.

17. Section 2.1(a) of each of the Trademark License Agreements is amended to read as follows:

> Adherence to Quality Standards. In the course of marketing, promoting, advertising, distributing, leasing and selling the Licensed Products and Services under the Licensed Marks, Licensee will 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 Licensed Products and Services 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. In addition to adhering to the Quality Standards, Licensee will adhere to the trademark usage guidelines posted on the Sprint Indirect Website, indirect.sprint.com and other specific quality control standards that Licensor may from time to time communicate to Licensee.

18. Section 10.1 of each of the Trademark License Agreements is amended to read as follows:

> 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 Licensed Products and Services and as specifically authorized in Sections 1.1(b) above with respect to Related Equipment and Premium and Promotional Items, nor is Licensee permitted to make any use of the Licensed Marks directed outside of the Service Area.

19. The last sentenced of Section 10.3 of each of the Trademark License Agreement is amended to read as follows:

> ...Licensee will not knowingly engage in any conduct that may place the Licensed Marks or Licensed Products and Services in a negative light or context.

20. Section 10.4 of each of the Trademark License Agreements is amended to read as follows:

> 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 Licensed Product and Services.

21. Section 11.1 of each of the Trademark License Agreements is amended to read as follows:

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

22. A new Section 11.7 is added to each of the Trademark License Agreements as follows:

11.7 Prepaid Marketing Materials. In connection with the sale of Prepaid Services and Prepaid Products, Licensor will provide a reasonable amount of point-of-sale marketing materials relating to Prepaid Services and Prepaid Products, including coverage maps and rate plan brochures (collectively, "Prepaid Marketing Materials"). Subject to the foregoing, Licensee will make the current version of the Prepaid Marketing Materials available to customers at all times. Licensee will not use Prepaid Marketing Materials that have expired, or that Licensor requests Licensee to stop using. Licensee will not make any changes to the Prepaid Marketing Materials without Licensor's prior written approval. Licensor owns all intellectual property rights, including copyrights, in the Prepaid Marketing Materials provide by Licensor, and Licensor grants Licensee a non-exclusive, limited right of use license and Licensee may display the Prepaid Marketing Materials only for purposes consistent with this agreement.

*Schedule of Definitions*

23. The Schedule of Definitions is revised to include the following:

**"Licensed Products and Services"** means Sprint PCS Products and Services, Premium and Promotional Items, iDEN Services, iDEN Products, and Prepaid Products and Services in the Service Area.

**"Prepaid ARPU"** means an amount, determined quarterly with respect to each prepaid billing platform, equal to the average net service revenue per Prepaid Subscriber on a nationwide basis; provided, however, that if during the Term of this Agreement net service revenue per Prepaid Subscriber on a Manager Service Area and/or product line basis is accurately captured and becomes readily available to Sprint PCS in the normal and regular course of its business, Sprint PCS will notify Manager and the parties may discuss any modifications to the Prepaid ARPU calculations that may be appropriate and mutually agreeable. The Parties understand and acknowledge that no affirmative obligation to capture revenue on a Service Area Basis is implied by this provision.

**"Prepaid Brands"** means brands designated by Sprint PCS for the sale of Prepaid Products and Services. The Prepaid Brands as of the Effective Date of this Addendum XI are: Virgin Mobile, PayLo by Virgin Mobile, Virgin Mobile Beyond Talk plans, Common Cents Mobile, Assurance Wireless, and Boost Mobile, in each case with respect to services provided on the CDMA Sprint PCS Network only. Sprint PCS may add brands to or delete brands from the list of Prepaid Brands at any time.

**"Prepaid CCPU"** means an amount equal to the cost per user of Prepaid Products and Services, determined quarterly, associated with the following components: (i) top-up processing fees and card production costs; (ii) airtime taxes and regulatory fees; (iii) mobile devices services fees; (iv) margin on replenishment transactions and residual payments relating to direct replenishment determined as a percentage of Prepaid ARPU; (v) customer care costs; (vi) information technology; (vii) credit card transaction fees; (viii) product development; (ix) patent license fees; and (x) general and administrative

costs; provided, however, that if during the Term of this Agreement the components of Prepaid CCPU on a Manager Service Area and/or product line basis is accurately captured and becomes readily available to Sprint PCS in the normal and regular course of its business, Sprint PCS will notify Manager and the parties may discuss any modifications to the Prepaid CCPU calculations that may be appropriate and mutually agreeable. The Parties understand and acknowledge that no affirmative obligation to capture revenue on a Service Area Basis is implied by this provision.

"**Prepaid CCPU Fee**" means an amount, payable monthly, equal to the product of (x) Prepaid CCPU and (y) the average number of Prepaid Subscribers in Manager's Service Area determined by averaging the number of Prepaid Subscribers on the first and last days of the Billed Month.

"**Prepaid CPGA**" means an amount determined quarterly, equal to the sum of (x) Prepaid Fixed CPGA and (y) Prepaid Variable CPGA.

"**Prepaid CPGA Fee**" means an amount, payable monthly, equal to the difference between (1) the product of (x) Prepaid CPGA and (y) the number of handset sales of Prepaid Products and Services in Manager's Service Area, and (2) the product of (I) amounts included in clauses (i) and (ii) of the definition of Prepaid Variable CPGA, related to handset costs and sales incentives; and (II) the number of handset sales in Manager Stores.

"**Prepaid Fixed CPGA**" means an amount equal to the cost per gross additional subscriber, determined quarterly, associated with the following components: (i) marketing, including media, marketing strategy headcount, and agency fees; (ii) sales and distribution, including merchandising, packaging, production costs; (iii) handset planning and operations, including headcount for mobile devices and logistics; and (iv) handset market development funds; provided, however, that if during the Term of this Agreement the components of Prepaid Fixed CPGA on a Manager Service Area and/or product line basis is accurately captured and becomes readily available to Sprint PCS in the normal and regular course of its business, Sprint PCS will notify Manager and the parties may discuss any modifications to the Prepaid Fixed CPGA calculations that may be appropriate and mutually agreeable. The Parties understand and acknowledge that no affirmative obligation to capture revenue on a Service Area Basis is implied by this provision.

"**Prepaid Management Fee**" means an amount, payable monthly, equal to the product of (x) Prepaid ARPU, (y) the Prepaid Management Fee Rate and (z) the average daily number of Prepaid Subscribers assigned to the Manager's Service Area determined by averaging the number of Prepaid Subscribers on the first and last days of the Billed Month.

"**Prepaid Management Fee Rate**" means 0.06.

**"Prepaid Products and Services"** means prepaid wireless products and services sold under Prepaid Brands that operate on the CDMA Sprint PCS Network.

**"Prepaid Revenue"** means the product of (x) the number of Prepaid Subscribers assigned to the Service Area during the calendar month for Prepaid Products and Services and (y) applicable Prepaid ARPU, in each case determined with respect to prepaid billing platform.

"**Prepaid Subscribers**" means customers of the Prepaid Brands and include VMU Subscribers in the Service Area on the Settlement Date and new customers of Prepaid Products and Services activated after the Settlement Date who are assigned to Manager's Service Area.

"**Prepaid Variable CPGA**" means an amount equal to the cost per gross additional Prepaid Subscriber, determined quarterly, associated with the following components: (i) handsets, including margin, and shipping; (ii) variable sales expenses, including sales incentives; (iii) variable handset planning and operations; (iv) customer care sales and activation; and (v) direct sales and activation; provided, however, that if during the Term of this Agreement the components of Prepaid Variable CPGA on a Manager Service Area and/or product line basis is accurately captured and becomes readily available to Sprint PCS in the normal and regular course of its business, Sprint PCS will notify Manager and the parties may discuss any modifications to the Prepaid Variable CPGA calculations that may be appropriate and mutually agreeable. The Parties understand and acknowledge that no affirmative obligation to capture revenue on a Service Area Basis is implied by this provision.

**"Sprint Assigned Prepaid Customer"** means customers of Prepaid Brands on and after the Settlement Date who are not assigned to Manager's Service Area.

"**Sprint Parties**" means Sprint Spectrum L.P., Wirelessco, L.P., APC PCS, LLC, PhillieCo, L.P., Sprint Communications Company L.P., Nextel Communications, Inc., Boost Worldwide, Inc., and Virgin Mobile USA, LP.

*General Provisions*

24. Manager and Sprint PCS' Representations. Manager and Sprint PCS each represents and warrants that its respective execution, delivery and performance of its obligations described in this Addendum have been duly authorized by proper action of its governing body and do not and will not violate any material agreements to which it is a party. Each of Manager and Sprint PCS also represents and warrants that there are no legal or other claims, actions, counterclaims, proceedings or suits, at law or in arbitration or equity, pending or, to its knowledge, threatened against it, its Related Parties, officers or directors that question or may affect the validity of this Addendum, the execution and performance of the transactions contemplated by this Addendum or that party's right or obligation to consummate the transactions contemplated by this Addendum.

25. Notwithstanding anything to the contrary contained in the Management Agreement, the Service Agreement, the Trademark License Agreement, or the Compensation Agreement, the parties acknowledge and agree:

a. all references to Prepaid Subscribers and VMU Subscribers "assigned to" or similarly allocated to Manager's Service Area for any purpose under the agreements, including but not limited to subscriber counts and monthly settlement purposes, will be determined based on the NPA-NXX of the Prepaid Subscriber or VMU Subscriber; and

b. Prepaid Subscriber counts, and data used with respect to Prepaid Products and Services and Prepaid Customers in the performance of the agreements will be developed and derived from Sprint PCS' billing and subscriber reporting system, which as of the Effective Date, is distinct from the postpaid billing and reporting system.

c. Manager acknowledges that this Addendum XI only pertains to Prepaid Products and Services which operate on the CDMA Sprint PCS Network. Manager will continue to have the non-exclusive right to distribute postpaid Sprint-Nextel-branded iDEN Products and iDEN Services in the Service Area in the 900 MHz spectrum range pursuant to the terms of the iDEN Distribution Agreement dated May 10, 2007 between Sprint Solutions, Inc. and Manager, as amended. Nothing contained in this Addendum confers or is intended to confer any right to sell, distribute or any other interest in any prepaid product, service or brand (including, but not limited to Boost iDEN) which operates on the iDEN network of Sprint PCS or any Related Parties of Sprint PCS.

26. Counterparts. This Addendum may be executed in one or more counterparts, including facsimile counterparts, and each executed counterpart will have the same force and effect as an original instrument as if the parties to the aggregate counterparts had signed the same instrument. The parties have caused this Addendum XI to be executed as of the date first above written.

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SPRINT SPECTRUM L.P.

By: _____
Name: WILLIAM K WHITE
Title: SVP-CORPORATE COMMUNICATIONS

WIRELESSCO, L.P.

By: _____
Name: WILLIAM K WHITE
Title: SVP-CORPORATE COMMUNICATIONS

APC PCS, LLC

By: _____
Name: WILLIAM K WHITE
Title: SVP-CORPORATE COMMUNICATIONS

PHILLIECO, L.P.

By: _____
Name: WILLIAM K WHITE
Title: SVP-CORPORATE COMMUNICATIONS

SPRINT COMMUNICATIONS COMPANY L.P.

By: _____
Name: WILLIAM K WHITE
Title: SVP-CORPORATE COMMUNICATIONS

SHENANDOAH PERSONAL
COMMUNICATIONS COMPANY

By: _____
Name: _____
Title: _____

Virgin Mobile USA, L.P. and Boost Worldwide, Inc. join this Agreement solely for the purpose of being added parties to the Sprint Trademark License Agreements referenced in Sections 13 through 22.

VIRGIN MOBILE USA, L.P.

By: _____
Name: PETER LURIE
Title: SENIOR VICE PRESIDENT,
LEGAL AND BUSINESS AFFAIRS

BOOST WORLDWIDE, INC.

By: _____
Name: PETER LURIE
Title: SENIOR VICE PRESIDENT,
LEGAL AND BUSINESS AFFAIRS



D&I #482404

SHENANDOAH PERSONAL
COMMUNICATIONS COMPANY

By: _____
Name: CHRISTOPHER E. FRENCH
Title: PRESIDENT

Virgin Mobile USA, L.P. and Boost Worldwide, Inc. join this Agreement solely for the purpose of being added parties to the Sprint Trademark License Agreements referenced in Sections 13 through 22.

VIRGIN MOBILE USA, L.P.

By: _____
Name: _____
Title: _____

BOOST WORLDWIDE, INC.

By: _____
Name: _____
Title: _____

[[BEGIN CONFIDENTIAL]]

[[END CONFIDENTIAL]]

[[BEGIN CONFIDENTIAL]]

[[END CONFIDENTIAL]]

**Addendum XII**
**to**
**Sprint PCS Management Agreement and**
**Sprint PCS Services Agreement**

Dated as of February 1st, 2012

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 XII (this "Addendum") contains amendments to the Sprint PCS Management Agreement, dated November 5, 1999, between 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"), the Sprint PCS Services Agreement, dated November 5, 1999, between Sprint Spectrum L.P. and Shenandoah Personal Communications Company (the "Services Agreement"), the Sprint Trademark and Service Mark License Agreement(s) and the Schedule of Definitions, dated November 5, 1999, attached to the Management Agreement (the "Schedule of Definitions"). The Management Agreement, the Services Agreement, the Trademark License Agreements and the Schedule of Definitions 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,

(5) Addendum V dated as of January 30, 2004,

(6) Addendum VI dated as of May 24, 2004,

(7) Addendum VII dated as of March 13, 2007,

(8) Addendum VIII dated as of September 28, 2007;

(9) Addendum IX dated as of April 14, 2009;

(10) Addendum X dated as of March 15, 2010; and

(11) Addendum XI dated as of July 7, 2010.

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 or the Schedule of Definitions. The Management Agreement, the Services Agreement, the Trademark License Agreements, the Schedule of Definitions and all prior addenda continue in full force and effect, except for the 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.

This Addendum is effective on the date written above (the "Effective Date").

On the Effective Date, the Management Agreement, Trademark and Service Mark License Agreements, the Schedule of Definitions and the Services Agreement are amended as follows:

*Management Agreement*

1. Network Vision Update.

(A) Manager will, at its sole cost and expense, update and thereafter maintain and support the Service Area Network to enable the use of Network Vision Products and Services, in accordance with all Program Requirements adopted by Sprint PCS, and all applicable federal and local laws and regulations (the "Network Vision Update"). As part of the Network Vision Update, Manager will (i) replace all existing base stations with multi-modal base stations capable of providing CDMA, EVDO and LTE services in the PCS A or B block, the PCS G block and the spectrum designated in Schedule A in the former iDEN block of 800MHz consistent with Program Requirements; and (ii) upgrade core voice switching infrastructure to support CDMA Mobility Server functionality and deploy an LTE/4G core network including packet gateway, service gateway, and mobility management entity functionality. Manager shall use its best efforts to complete the Network Vision Update prior to December 31, 2013, it being understood that matters that are not within the control of Manager, including, without limitation, availability of equipment and determinations of governmental authorities with respect to zoning and land use, may affect Manager's ability to complete the Network Vision Update by December 31, 2013. If Manager fails to complete the Network Vision Update by December 31, 2013, it will continue to use best efforts to achieve completion as soon as

practicable thereafter. (The date on which Manager completes the Network Vision Update to the sites that Manager has in service as of the Effective Date is referred to as the "Network Vision Completion Date.") Manager's obligations to complete the Network Vision Update shall be subject to the declaration of successful completion of the Alcatel Lucent (ALU) First Implementation Test (FIT) by June 30, 2012, of the Network Vision Update in any BTA located in the ALU footprint. If a successful test is not achieved by June 30, 2012, Sprint PCS and Manager will assess the status of the project and reasonably cooperate and confer to determine whether to extend the time to achieve a successful test. If Sprint PCS and Manager do not mutually agree in writing to extend such time for a successful test, then either party (provided such party is not in default) may terminate this Addendum XII by delivering written notice to the other by August 31, 2012.

(B) The Network Vision Update obligations set forth in the preceding subparagraph "(A)" supersede over any contrary provisions in the Management Agreement. To the extent applicable, Manager hereby specifically waives any rights under Sections 2.5 and 9.3 of the Management Agreement to decline to implement changes to Program Requirements associated with the Network Vision Update. It is understood and agreed that the provisions of Section 2.5 and 9.3 are waived only with respect to the Network Vision Update, and that changes to Program Requirements following the Network Vision Completion Date shall be subject to Section 2.5 and 9.3, to the extent applicable.

2. The last paragraph of Section 1.1 of the Management Agreement is amended to read as follows:

SEE ADD XIV § 1

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. Except with respect to the payment obligations under Sections 1.4, 1.9.2, 1.10, 3.1.7, 4.4, 9.3, 10.2, 10.5, 10.6, 10.8, 10.9, 12.1.2 and Article XIII of this agreement, Sections 2.1.1(d), 2.1.2(b), 3.2, 3.3, 3.4, 5.1.2 and Article VI of the Services Agreement and any payments arising as a result of any default of the parties' obligations under this agreement and the Services Agreement, the Fee Based on Billed Revenue described in Section 10.2.1 of this agreement, the Prepaid Management Fee described in 10.2.7.3 of this Agreement, the LTE Fee described in Section 10.2.7.4 of this Agreement and the Net Service Fee, the Prepaid CPGA Fee and Prepaid CCPU Fees described in Section 3.2 of the Services Agreement will constitute the only payments between the parties under the Management Agreement, the Services Agreement and the Trademark License Agreements.

SEE ADD XV § 1

3. Section 1.11 is added to the Management Agreement:

1.11. Sprint PCS shall, and shall cause each of its Related Parties to, use commercially reasonable efforts to facilitate Manager's participation in any future national network sharing or hosting arrangements or other similar arrangements made by Sprint PCS or such Related Party with any third party on the same terms and conditions as offered to Sprint PCS or such Related Party.