



Sprint Account Number: _____

or Sprint Phone Number: _____

FTI BENEFITS MEMBER ENROLLMENT AGREEMENT

This FTI Benefits Member Enrollment Agreement (this "Enrollment Agreement") is executed by and between Sprint and _____, as a "Member" (as defined below) of FTI Benefits, through the _____ CCTA _____ program, and as such is eligible to receive discounts for wireless Services in accordance with the terms and conditions hereto.

Background

Sprint and FTI Benefits entered into a service agreement (the "FTI Benefits Agreement") for Sprint to provide wireless Services to FTI Benefits and FTI Benefits desires Sprint to extend wireless Service plans and Products to its Members at discounted rates subject to the terms of this Enrollment Agreement. Capitalized terms not defined in this Enrollment Agreement are defined in the Standard Terms and Conditions (as defined below).

Therefore, in consideration of the mutual representations, covenants, and agreements hereafter set forth, Sprint and Affiliate agree as follows:

Sprint and Member agree as follows:

1. **TERM** - The term of this Enrollment Agreement begins on the Commencement Date and is coterminous with the FTI Benefits Agreement's Term. The "**Commencement Date**" is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges. If the FTI Benefits Agreement expires, or is not renewed by FTI Benefits, or is terminated by either FTI Benefits or Sprint before the end of the stated term, Sprint may either adjust the discounts to Member as a condition for continuing to provide Services under this Enrollment Agreement or terminate this Enrollment Agreement by giving Member sixty (60) days' prior written notice.
2. **SERVICES** - Member may receive the rates, discounts and terms and conditions for Services as provided in the FTI Benefits Agreement subject to Section 4 below. For new Active Units, the discounts will apply as of the Commencement Date. For Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Member, Sprint will apply the discounts below no later than sixty (60) days after the Commencement Date.
3. **RESALE OF SERVICES AND SPRINT PRODUCTS** - Member may not resell Sprint Products or Services under this retail Enrollment Agreement.
4. **ELIGIBILITY** - Sprint's provision of Products and Services to Member is contingent on the following:
 - 4.1 Member must meet the definition of Member in Section 8.1 below during each billing month. If at any time during the term of this Enrollment Agreement, Member ceases to meet this definition, Sprint may either adjust the discounts to Member as a condition for continuing to provide wireless Services under this Enrollment Agreement or terminate this Enrollment Agreement by giving Member 60 days' prior written notice;
 - 4.2 Member must not be purchasing the same Products or Services in this Enrollment Agreement under an existing agreement with Sprint. If Member is subject to an existing agreement with Sprint, Member may purchase Products and Services under this Enrollment Agreement only after the existing agreement expires or is terminated by mutual agreement;
 - 4.3 Member must sign and return to this Enrollment Agreement to Sprint; and
 - 4.4 Member must meet and maintain Sprint's credit approval.
5. **MEMBER EMPLOYEE DISCOUNT PROGRAM**
 - 5.1 **Member Employees.** New and existing Member Employee (or Individual-Liable) Active Units may receive the Individual-Liable Service Pricing Discount. The Individual-Liable Service Pricing Discount is contingent upon the employee signing Sprint's consumer subscriber agreement and providing satisfactory evidence of employment to Sprint. Member and Sprint will agree on methods for employment verification. Upon termination of this Enrollment Agreement for any reason, or upon the Member Employee's termination of employment with Member, Sprint may cease applying the Individual-Liable Service Pricing Discount. Except for the Individual-Liable Active Unit Service Pricing Discount above, Individual-Liable Active Units are governed exclusively by the terms and conditions in the consumer subscriber agreement.
 - 5.2 **Communications.** Member will communicate this Member Employee Discount Program to all Member Employees within thirty (30) days of the Commencement Date. Member and Sprint will agree on a process for Sprint to present promotional offers and sell to Member Employees, including allowing Sprint to send monthly marketing messages (e.g., via payroll stuffers, company magazines/newsletters, email, chair drops, or other reasonable manner) to Member Employees. Sprint may, with Member's consent, install a link (via the Internet or Intranet) to a Sprint website to give Member Employees access to information on Sprint Products and Services. Member and Sprint will agree on the content of such messages.
6. **OTHER TERMS AND CONDITIONS**
 - 6.1 Member is financially responsible for all charges and obligations incurred by it, and for its actions or omissions under this Enrollment Agreement. Member understands that FTI Benefits has no liability in connection with the Services provided to Member or any Member Employee by Sprint and is not responsible for any charges or obligations incurred by Member or any Member Employee. Sprint and Member agree that all Member Employees that sign a consumer

subscriber agreement are financially responsible for all charges and obligations incurred by such Member Employee, and for any and all actions or omissions under such consumer subscriber agreement.

- 6.2 **Member accepts and agrees that Sprint's Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") as posted at www.sprint.com/ratesandconditions/ on the date Member signs this Enrollment Agreement and are incorporated into this Enrollment Agreement and apply to all Sprint wireless Products and Services. Member's use of wireless Product or Service is also governed by the related product or Service-specific terms and conditions, which are found in Sprint Tariffs, Sprint Schedules and the Wireless Services Product Annex as posted at www.sprint.com/ratesandconditions/ ("Product Terms and Conditions") on the date Member signs this Enrollment Agreement.**
- 6.3 Member agrees that Sprint and FTI Benefits may modify and amend the rates, charges, discounts, and terms and conditions in the FTI Benefits Agreement, which modifications or amendments will result in a modification of the rates, charges, discounts, and terms and conditions applicable to this Enrollment Agreement.
- 6.4 If Member orders a Service with a minimum order term and terminates it before the expiration of the applicable order term, Member may be subject to early termination liabilities.
- 6.5 This Enrollment Agreement and any information concerning its terms and conditions are Sprint's Confidential and Proprietary Information governed by the Members' nondisclosure obligations contained in the Standard Terms and Conditions. Sprint and Member agree not to disclose this Enrollment Agreement or any information in it to any third party, except as permitted by the Standard Terms and Conditions.

7. MEMBER PROPRIETARY NETWORK INFORMATION.

- 7.1 As Sprint provides Products and Services to Member, Sprint develops information about the quantity, technical configuration, type, destination, amount of Products and Services Member uses, and other information found on Member's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Member has a right, and Sprint has a duty, to protect the confidentiality of CPNI.
- 7.2 Member agrees that Sprint may report information relating to Member's aggregate purchases and monthly usage to FTI Benefits.

8. DEFINITIONS

- 8.1 "Member" means a (i) legal entity that is in good standing with its state of incorporation or organization and (ii) is a member in good standing with FTI Groups, Inc.
- 8.2 "Member Corporate -Liabile Active Unit" – an Active Unit activated by Member for its end use and for which Member is financially liable for wireless Services.
- 8.3 "Member Employee" – a current employee of Member with authentic employment verification.
- 8.4 "Individual-Liable Active Unit" – an Active Unit activated by a Member Employee and for which such Member Employee is financially responsible for wireless Services. Except for the Individual-Liable Active Unit Service Pricing Discount, Individual-Liable Active Units are governed exclusively by the terms and conditions in the consumer subscriber agreement.

In order to become effective this Enrollment Agreement must be signed by a duly authorized representative of Member and delivered to Sprint and thereafter executed by a duly authorized representative of Sprint.

SPRINT SOLUTIONS, INC.

[Member Legal Name]

By: _____
Authorized Signature

Date: _____

Name and Title: _____
(please type or print)

Address: _____

By: Mandi Allen
Authorized Signature

Date: _____

Name and Title: Mandi Allen
(please type or print) Sales Manager

Address: 3065 Aikers Mill Rd SE
Atlanta GA 30339