

## MEMBER ENROLLMENT AGREEMENT

This Member Enrollment Agreement (this "Enrollment Agreement") is executed by and between Sprint and \_\_\_\_\_, as a "Member" (as defined below) of CUcorp Incorporated ("CUcorp") and as such is eligible to receive discounts for wireless Services in accordance with the terms and conditions hereto.

### Background

Sprint and CUcorp entered into that certain Sprint PCS Advantage Agreement for Business (the "CUcorp Agreement") for Sprint to provide wireless Services to CUcorp and CUcorp desires Sprint to extend wireless Service plans and Products to its Members that are legal entities (e.g., corporations, partnership, and limited liability companies) 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 Member agree as follows:

1. **TERM** - The term of this Enrollment Agreement begins on the Commencement Date and is coterminous with the CUcorp 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 CUcorp Agreement expires, or is not renewed by CUcorp, or is terminated by either CUcorp 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 CUcorp 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 7.1 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. **OTHER TERMS AND CONDITIONS**
  - 5.1 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 CUcorp has no liability in connection with the Services provided to Member by Sprint and is not responsible for any charges or obligations incurred by Member.
  - 5.2 **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/](http://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/](http://www.sprint.com/ratesandconditions/) (“Product Terms and Conditions”) on the date Member signs this Enrollment Agreement.

- 5.3 Member agrees that Sprint and CUcorp may modify and amend the rates, charges, discounts, and terms and conditions in the CUcorp Agreement, which modifications or amendments will result in a modification of the rates, charges, discounts, and terms and conditions applicable to this Enrollment Agreement.
- 5.4 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.
- 5.5 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.

**6. MEMBER PROPRIETARY NETWORK INFORMATION.**

- 6.1 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.
- 6.2 Member agrees that Sprint may report information relating to Member's aggregate purchases and monthly usage to CUcorp.

**7. DEFINITIONS**

- 7.1 “Member” means (A) a credit union that is a legal entity: (i) in good standing with the Secretary of State of its state of incorporation, formation or organization; (ii) a financial institution regulated by the federal or a state government and chartered as a credit union; (iii) in good standing under the terms and conditions of such charter; and (iv) a Member of CUcorp Group, Inc. in good standing under the terms and conditions of membership of CUcorp Group, Inc. or (B) a non-credit union legal entity that (i) is in good standing with the Secretary of State of its state of incorporation, formation or organization; (ii) provides credit verification via a Federal Tax Identification Number; and (iii) is a Member of CUcorp Group, Inc. in good standing under the terms and conditions of membership of CUcorp Group, Inc.
- 7.2 “Member Corporate-Liable Active Unit” – an Active Unit activated by Member for its end use and for which Member is financially liable for wireless Services.

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: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
(please type or print)

Address: \_\_\_\_\_  
\_\_\_\_\_