



Application No. \_\_\_\_\_

### Domestic Sprint Services Sales Application Form

This Sales Application Form ("Application") states the terms and conditions governing Domestic Sprint Services provided by Sprint Communications Company L.P. ("Sprint") to SmartNet Inc. ("Customer"). For purposes of this Application, "Domestic" means the 48 contiguous states of the United States, Hawaii and the District of Columbia.

- 1. **ORDERS.** To order the Domestic Sprint Services described in this Application Form, Customer must sign the applicable Sprint order form(s) or Statement of Work ("Orders"). All Orders are subject to Sprint's acceptance.
- 2. **TERM.** The term of this Application ("Term") begins on the date this Application is signed by both parties and ends when all associated Orders have expired or are otherwise terminated in accordance with the terms of this Application or the Orders.
- 3. **PRICES.** Domestic Sprint Services are provided to Customer at Sprint's current public price list at the time of Order. Sprint-provided local access facilities, if required, are provided pursuant to Sprint Schedule No. 8, which is incorporated into this Application. Customer's eligibility for discounts offered under any Sprint promotion will be subject to the promotion's terms and conditions.
- 4. **PRODUCT SPECIFIC ANNEXES.** In addition to the Sprint Standard Terms and Conditions for Communications Services (Rev. 11.01), which apply to all Sprint Services, this Application incorporates by this reference the following product specific annexes, as amended, that are applicable to those Domestic Sprint Services ordered.
  - 4.1 **Sprint Internet and Intranet Dedicated Services.**
    - A. Sprint Internet and Intranet Dedicated and Dial Services Terms and Conditions (Rev. 11.01);
    - B. Internet Service Providers Terms and Conditions (Rev. 11.01);
    - C. Global SprintLink<sup>SM</sup> Internet Protocol ("IP") Dedicated Services Port Availability Service Level Agreement ("SLA");
    - D. Global SprintLink<sup>SM</sup> Internet Protocol ("IP") Dedicated Services Network Delay Service Level Agreement ("SLA");
    - E. Global SprintLink<sup>SM</sup> Internet Protocol ("IP") Dedicated Services Packet Loss Service Level Agreement ("SLA"); and
    - F. Order for Data Communications Services or Statement of Work.
  - 4.2 **Sprint Internet and Intranet Dial Services.**
    - A. Sprint Internet and Intranet Dedicated and Dial Services Terms and Conditions (Rev. 11.01);
    - B. Domestic Sprint Internet and Intranet ("IP") Products and Services, Busy-Free Dial Access Service Level Agreement ("SLA") Performance Guarantee;

- C. Global SprintLink<sup>SM</sup> Internet Protocol ("IP") Dedicated Services Network Delay Service Level Agreement;
- D. Order for Data Communications Services or Statement of Work.
- 4.3 **Sprint Security Services.**
  - A. Terms and Conditions for Sprint Security Services (Rev. 11.01);
  - B. Domestic Managed Firewall Services, Service Level Agreements; and
  - C. Statement of Work.
- 4.4 **Sprint Dedicated Web Hosting Services.**
  - A. Sprint Managed Hosting<sup>SM</sup> Services Terms and Conditions (Rev. 12.01);
  - B. Sprint Web Hosting<sup>SM</sup> Service Site Availability Service Level Agreement ("SLA"); and
  - C. Statement of Work.
- 4.5 **Sprint Digital Subscriber Line ("DSL") Services.**
  - A. Sprint DSL Services Standard Terms and Conditions (Rev. 11.01);
  - B. Domestic SprintLink IP Services, Sprint DSL Services Availability SLA; and
  - C. Order for Data Communications Services.
- 5. **NONDISCLOSURE AGREEMENT.** The Application, Orders, product specific annexes, and information concerning the terms, conditions and prices are Sprint's proprietary information and are governed by the parties' Nondisclosure Agreement. The parties' Nondisclosure Agreement term is extended to be coterminous with the Application's Term.
- 6. **NOTICE.** Any notice or other communication arising out of a dispute under this Application must be submitted in writing to the appropriate party's address shown below.
- 7. **ENTIRE AGREEMENT** This Application (including the referenced product specific annexes and service level agreements), the Orders and associated promotions, if any, are the entire agreement for the Domestic Sprint Services listed in this Application. If a conflict exists between this Application and the Orders, this Application will prevail. In accepting this Application, Customer is not relying on any representations or promises not included in this Application or any applicable promotion(s). When signed by the parties, this Application and the applicable promotion(s), if any,

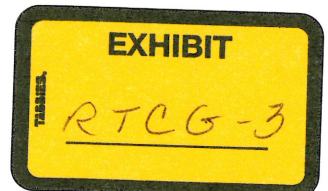
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SPRINT CONFIDENTIAL AND PROPRIETARY INFORMATION

Rev. 01.02

54 PU-2967-03-666 Pages: 6

Domestic Sprint Services Sales Application Form by Rural Telephone Company Group Exhibit # RTCG-3 05/25/2004 CC: Comm Legal PUD (3) ALJ.





Application No. \_\_\_\_\_

supersede all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter.

SmartNet Inc.  
LEGAL NAME OF COMPANY TYPED OR PRINTED

Bruce Burke  
Authorized Signature

Bruce Burke, Pres.  
Name and Title Typed or Printed

4-18-02  
Date

Address for Notices:  
959 Senior Ave.  
DICKINSON ND 58601

Sprint Communications Company L.P.

Kristen McDonald  
Authorized Signature

Kristen McDonald - AM  
Name and Title Typed or Printed

4-16-02  
Date

Address for Notices:  
3800 W. 80th St., Ste. 300  
MINNEAPOLIS MN 55431

If related to a dispute, then copy:

KSOPHT0101-22020  
6391 Sprint Parkway  
Overland Park, KS 66251-2020  
Attention: Sprint E|Solutions General Attorney



**Flat Rate Access  
 (Combined Access Promotion Form)**

Product  
 Expiration  
 Activation  
 Promotion Option Selected

Certain Local Access Line Monthly Recurring Charges  
 March 31, 2002  
 Customer's initial locations must be activated by June 30, 2002.  
 Subject to compliance with the applicable Promotion Eligibility requirements below,  
 please check the box for the option desired.

Option I

Duration  
 Eligibility

**Sprint-provided Domestic T-1 local access line**  
 Duration of Customer's T-1 Local Access Line Access Term  
 Customer must meet both of the following requirements:  
 1. Customer must have at least 1 of the following services on each local access line to receive promotional pricing:  
 Sprint Real Solutions Annual; Sprint Real Solutions VPN, Sprint Business Flex 500 Advanced, Domestic Sprint  
 Frame Relay (existing customers must extend their existing Sprint Frame Relay agreements for at least 1 year),  
 Domestic Sprint Enhanced Frame Relay (existing customers must extend their existing Sprint Enhanced Frame  
 Relay agreements for at least 1 year), Domestic Sprint IP Dedicated Services, Domestic Sprint IP Dial Services,  
 Sprint ISDN, Domestic Sprint ATM or Domestic Clearline.  
 2. Customer enrolls in or is currently enrolled in a Sprint Access Term Plan  
 3. Customer must have a minimum of 128K of services on each T-1 line for circuit to be eligible for promotion.

Elements\*

- Sprint will waive the following non-recurring charges for Domestic, Sprint-provided T-1 local access lines
  - Central Office Connection installation charges
  - Access Coordination Fee installation charges
  - Local Access Line (Local Loop) installation charges
- Sprint will charge Customer a fixed monthly recurring charge ("MRC") in the applicable amount from the table below for:
  - the monthly recurring charge for one Domestic, Sprint-provided, T-1 or DAL local access line (local loop);
  - the monthly recurring Central Office Connection Charge ("COC") for that local access line; and
  - the monthly recurring Access Coordination Fee ("ACF") for that local access line.

Tariff price for T-1 local access line

\$200-\$599\*  
 \$600-\$1,199  
 \$1,200-\$1,799  
 \$1,800 and above

Promotional MRC (for T-1, COC, and ACF)

\$200 (plus Access Term Plan discounts)  
 \$300 (plus Access Term Plan discounts)  
 \$400 (plus Access Term Plan discounts)  
 Not Eligible. Revert to tariff pricing.

Option II

Duration  
 Eligibility

**Sprint-provided DDS (56 Kbps) local access line option**  
 Duration of Customer's Sprint Service term agreement for one of the Services listed below.  
 Customer must have at least 1 of the following services on each local access line to receive promotional pricing:  
 Sprint Real Solutions Annual; Sprint Real Solutions VPN; Sprint Business Flex 500 Advanced, Domestic Sprint Frame  
 Relay (existing customers must extend their existing Sprint Frame Relay agreements for at least 1 year), Domestic  
 Sprint Enhanced Frame Relay (existing customers must extend their existing Sprint Enhanced Frame Relay agreements  
 for at least 1 year), Domestic Sprint IP Dedicated Services, Domestic Sprint IP Dial Services, Sprint ISDN,  
 Domestic Sprint ATM, or Domestic Clearline.

Elements\*

- Sprint will charge Customer a fixed monthly recurring charge ("MRC") in the applicable amount from the table below for:
- the monthly recurring charge for one Domestic, Sprint-provided, 56 Kbps local access line (local loop);
  - the monthly recurring Central Office Connection Charge ("COC") for that local access line; and
  - the monthly recurring Access Coordination Fee ("ACF") for that local access line.

Tariff price for 56 Kbps local access line

\$100-\$299\*\*  
 \$300 and above

Promotional MRC (56 Kbps line, COC, and ACF)

\$100  
 \$200

\*This promotion does not apply to local access lines installed for redundancy. For Option 1, the local access line must have 128 Kbps of service provisioned on the local access line to be eligible for the promotion.  
 These promotion options may not be combined with any other ACF or COC waivers or promotions. Sprint-coordinated, vendor-billed access and customer-provided access are not eligible for this promotion. If the customer cancels its Sprint circuit(s) under this plan at any time prior to installation, the customer will be considered in default of this agreement and will be assessed cancellation charges as outlined in Sprint's Tariff B, which can be provided by the sales team.  
 \*\*T-1 local access lines priced below \$200 will receive the applicable tariff price. 56 Kbps local access lines priced below \$100 will receive the applicable tariff price.



Smart Net enters into an agreement with Sprint Corporation for the following promotion(s):  
Flat Rate Access Promo (FRAP)  
Propelling IP Version 5

In addition to the terms and conditions in the attached product specific enrollment forms attached hereto, terms and conditions in the applicable Sprint Schedule, Tariff or Standard Terms and Conditions apply to this Agreement. Capitalized terms not defined in this Agreement are defined the Sprint Schedules. The rates, charges and Discounts specified on the attached enrollment forms supersede any promotions or discounts that are available under Sprint's tariffs or schedules. Rates, charges and Discounts for call types, Service elements, features, and Services not in this Agreement are in the applicable Sprint Base Service Tariff, Sprint schedules, or public price list.

Fixed rates will remain fixed for the Term. Percentage Discounts will remain fixed for the Term, but Sprint may modify the underlying tariff or schedule rate (or list price for non-tariffed Services) against which Sprint applies Discounts.

Sprint may impose additional charges on Customer to recover amounts Sprint is required by regulatory or other governmental authorities to collect on behalf of or pay to others in support of statutory or regulatory programs, plus associated administrative costs. Examples of these programs include, but are not limited to, the Universal Service Fund, the Presubscribed Interexchange Carrier Charge, International Mobile Charges and compensation to payphone service providers for use of their payphones to access Sprint's service.

Certain Service elements may require an Order term of 1, 2, or 3 years. Individual Order terms may extend beyond the Term of this Agreement. For each Service element that requires an Order term and is installed before the end of the Term, Customer will receive the applicable pricing in this Agreement until the end of the individual Order term for that Service element. Failure to maintain the Service for the required Order Term will result in early termination liability.

CUSTOMER

*Bruce Burke*  
Customer Signature  
*Bruce Burke* Smart Net  
Name  
*959 Senior Ave.*  
Address  
*Dickinson, ND 58601*  
City, State, Zip Code  
*4-18-02*  
Date

SPRINT COMMUNICATIONS COMPANY L.P.

*Kristen McDonald*  
Sprint Sales Representative Signature  
Kristen McDonald  
Name  
*3800 W 80th St., Ste. 300*  
Address  
*Minneapolis MN 55431*  
City, State, Zip Code  
*4-16-02*  
Date

\* Additional restrictions apply. All pricing and other terms and conditions are governed by the applicable Sprint tariff, as it may be amended. The promotions are only available at Customer's associated locations. The promotions may be used only by Sprint Business customers for commercial use. Any alteration to this form requires the approval of a Sprint officer.

## Enterprise Internet Access Phase II



**Product** Sprint IP Dedicated Services and certain associated Customer Premise Equipment

**Expiration** March 31, 2002

**Activation** Customer's initial dedicated locations must be activated by June 30, 2002.

**Duration** Length of the Sprint IP Dedicated Services Order term.

**Eligibility** The following Customers are eligible for this Promotion:

1. new or existing Sprint customers ordering Sprint IP Dedicated Services for the first time for a minimum 1 year order term,
2. existing Sprint IP Dedicated customers ordering additional Sprint IP Dedicated Services for a minimum 1 year order, and
3. existing Sprint IP Dedicated Services customers whose contract term is nearing expiration.

**Elements\*** If Customer orders one of the following bundles of equipment and services, Customer will receive the applicable components for each bundle ordered at the applicable rates specified in Appendix A. (attached and incorporated herein).

## Enterprise Internet Access Phase II Components:

Please put an "X" in one of the following CPE delivery option boxes.

- Drop-ship or SVSC process
- Sprint Basic CPE Installation and Configuration option. \*Only available for T1 package.\*

## Each bundle contains the following components:

1. 1 Sprint IP Dedicated Port, with 1 of the following bandwidths: 128 Kbps, 1536 Kbps, 12 Mbs FDS3 or 45 Mbps\*\*
2. Primary Domain Name Service for a maximum of 5 domain names
3. Secondary Domain Name Service
4. Network News feed (if desired)
5. Cisco SMARTnet CPE Same Day Maintenance

Based on the Dedicated Internet Access Port selected, Customer receives the following CPE components (at the prices listed in Appendix A)

1. For each 128 Kbps port:
  - a. a Cisco 1720 10/100 Router, 2/2 WAN slot & IP Software
  - b. a T1/Fractional T1 CSU/DSU WAN Interface Card
  - c. a Cisco 1700 4MB/8MB Mini Flash Upgrade
  - d. a Cisco Cable AC Power Cord
  - e. a US Robotics 33.6 Modem
  - f. a Modem Cable
2. For each 1536 Kbps port (Sprint will waive the purchase price for the following components for 1536 Kbps and 3Meg Multi-Megabit ports only\*\*):
  - a. a Cisco 2620 Router with 2 WIC Slots and 1 Network Module Set
  - b. a Cisco Router Software Set - CSC0 S26C.0.XT
  - c. a T1/Fractional T1 CSU/DSU WAN Interface Card
  - d. a Cisco Cable AC Power Cord
  - e. a US Robotics 33.6 Modem
  - f. a Modem Cable
3. For each 3 Meg Multi-Megabit port (Sprint will waive the purchase price for the following components for the 1536 Mbps and the 3 Meg Multi-Megabit parts only\*\*):
  - a. a Cisco 2620 Router with 2 WIC cards and 1 Network Module Set
  - b. a Cisco Router software set - CSC0 S26C.0.XT
  - c. T1/Fractional T1 DSU/CSU WAN Interface Card
  - d. a Cisco Cable AC Power Cord
  - e. a US Robotics 33.6 Modem
  - f. a Modem Cable



Enterprise Internet Access Phase II

- 4. For each 12 Mbps port:
  - a. a Cisco 7204 VXR Chassis, 1 Software
  - b. a Cisco 7200 Controller Ethernet Port
  - c. a Cisco 7200 Flash Memory Option
  - d. a Cisco Port T3 S Adapter PA-T3+
  - e. a Cisco MEM-NPE 200 with 64 MB Dram Upgrade
- 5. For each 45 Mbps port:
  - a. a Cisco 7204 VXR Chassis, 1 Software
  - b. a Cisco 7200 Controller Ethernet Port
  - c. a Cisco 7200 Flash Memory Option
  - d. a Cisco Port T3 S Adapter PA-T3+
  - e. a Cisco MEM-NPE 200 with 64 MB Dram Upgrade

- f. a Auxiliary/C Cable Kit
- g. a Cisco Cable AC Power Cord
- h. a US Robotics 33.6 Modem
- i. a Modem Cable

- f. a Auxiliary/C Cable Kit
- g. a Cisco Cable AC Power Cord
- h. a US Robotics 33.6 Modem
- i. a Modem Cable

Appendix A to Enterprise Internet Access Promotion  
 Please complete the following information. Customer will pay the installation charges, monthly recurring charges ("MRC") and non-recurring charges ("NRC") based on the Bundle Type ordered as shown in the Tables 1 and 2 below.

|    | Term and Bundle Type<br>(128 Kbps, 1536 Kbps, 3 Meg Multi-Megabit<br>12 Mbps, 45 Mbps) | Number of Bundles<br>Ordered | Dedicated Internet Port<br>SMARTnet Maintenance |      | CPE Purchase |     |
|----|--|------------------------------|---|------|--------------|-----|
|    |  |                              |   |      |              |     |
| 1. | 1536 Kbps 3ME  |                              | -0-   | 774- | -0-          | -0- |
| 2. | 1536 Kbps 3ME  |                              | -0-   | 774- | -0-          | -0- |
| 3. |  |                              |   |      |              |     |
| 4. |  |                              |   |      |              |     |

\*All pricing and other terms and conditions are governed by the standard Sprint IP Services Terms and Conditions and Sprint's standard Terms and Conditions for Customer Premises Equipment. Not eligible in conjunction with any other Sprint IP Dedicated or CPE promotions. Cisco Same Day SMARTnet Maintenance is included for the 1st year of the order term, subsequent years must be purchased directly from Cisco. CPE rental and Sprint Managed Network Products and Services for Sprint IP Dedicated Services are not available in conjunction with this offer.  
 45 Mbps ports are available at Sprint's discretion and require an Order term of at least one-year. Additional components not listed above may be purchased at Sprint's standard list prices. This promotion may be used only by Sprint Business customers for commercial use. Business customers for commercial use.  
 \*Sprint will waive the purchase price for 1536 Kbps or 3 Meg Multi-Megabit CPE purchased under this promotion (a value of \$3395 per CPE). Customer must use 1536 Kbps or 3 Meg Multi-Megabit ports for the entire order term. If Customer disconnects a 1536 Kbps or 3 Meg Multi-Megabit port receiving a CPE purchase waiver under this promotion before the end of the applicable order term, Customer will pay Sprint a prorated portion of the purchase price based on the number of months remaining in the order term.