SPRINT PCS DATA LINK FOR MOBILE ACCESS
PRODUCT ANNEX

The following terms and conditions in this Sprint PCS Data Link for Mobile Access Product Annex ("Annex"), together with the Sprint Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions"), the agreement ("Agreement") under which Customer is purchasing Sprint PCS Data Link for Mobile Access, and the agreement ("Wireline Agreement") under which Customer purchased wireline services from Sprint needed to operate Sprint PCS Data Link for Mobile Access (if purchased from Sprint), govern Sprint's provision of Sprint PCS Data Link for Mobile Access to Customer. Terms not otherwise defined herein will have the meanings set forth in the Standard Terms and Conditions, Agreement, and Wireline Agreement.

1. DESCRIPTION

1.1. Sprint PCS Data Link for Mobile Access requires a dedicated connection between the Nationwide Sprint PCS Network and Customer's wireline network. Customer has three options for this dedicated connection: MPLS VPN, IP VPN or SprintLink Frame Relay. A Sprint PCS Connection Card or certified telemetry device is used to connect wireless devices to Customer's wireline network with assistance from CSM customized software. Customer must have MPLS VPN, IP VPN or SprintLink Frame Relay services under the Wireline Agreement or through another provider acceptable to Sprint, in its sole discretion.

1.2. Connection from the wireless device is established through a user name and password-protected login. Keying on the domain portion of the user name – for example, @yourcompany.com – the Sprint PCS AAA Server proxies authentication to the AAA Server hosted by Sprint, or to the AAA behind Customer's firewall through a secure IPSec tunnel or SprintLink Frame Relay PVC that's established between the Nationwide Sprint PCS Network and the Customer's wireline network. Once the AAA Server completes employee authentication, Sprint assigns an IP Address to the device. Wireless access to Customer's network is then available via the VPN or SprintLink Frame Relay PVC.

2. IMPLEMENTATION OPTIONS; USAGE

2.1. Customer must choose either the Sprint PCS Data Link for Mobile Access via MPLS VPN, IP VPN or the Sprint PCS Data Link for Mobile Access via SprintLink Frame Relay. If Customer purchases either of these connections from Sprint, Customer must execute the separate Wireline Agreement for that connection. Pricing and terms and conditions for MPLS VPN, IP VPN or SprintLink Frame Relay are described under the separate terms of Customer's Wireline Agreement.

2.2. Once the Wireline Agreement and Agreement are executed, Sprint will start the implementation process designed to support the Sprint PCS Data Link for Mobile Access component of Customer's services. During this process, the Sprint Business Implementation Management team will work with Customer to develop an implementation timeline that will be jointly agreed to prior to the execution of the implementation process. This timeline will include target delivery dates for all service components. Customer may be responsible for implementation charges.

Option 1 - Sprint PCS Data Link for Mobile Access via IP VPN

This Service will allow Customer to connect its network with the Nationwide Sprint PCS Network via IPSec VPN over the Internet. Sprint uses the IPSec protocol to encapsulate Customer's data in secure IP packets for transport across the Internet. Customer's data will also be encrypted using the 3DES encryption algorithm. Customer must have a VPN appliance that is capable of terminating IPSec protocol, and AAA (Authentication, Authorization and Accounting) server running RADIUS, and Internet Access.

Option 2 - Sprint PCS Data Link for Mobile Access via SprintLink Frame Relay

This Service will allow Customer to connect its network to the Nationwide Sprint PCS Network by using a SprintLink Frame Relay virtual circuit (PVC).

Option 3 - Sprint PCS Data Link for Mobile Access via MPLS VPN

This Service will allow Customer to connect its network to the Nationwide Sprint PCS Network via a network based IP VPN across Sprint's IP/MPLS backbone.

2.3. Use of Sprint PCS Data Link for Mobile Access requires certain devices and software, including Sprint PCS Connection Cards and Sprint PCS connection manager software ("CMS"), which are subject to software, memory, storage or other limitations. Customer already has the relevant devices and software. Not all applications and services work, or work the same, on all Sprint PCS Data Link for Mobile Access enabled devices. Sprint PCS Data Link for Mobile Access is not available when roaming off the Nationwide Sprint PCS Network.

2.4. Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through Sprint PCS Data Link for Mobile Access. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through Sprint PCS Data Link for Mobile Access. Sprint is not responsible for any lost Customer data, information, or materials due to the operation of Sprint PCS Data Link for Mobile Access. Customer is responsible for evaluating such content. Connections to the Internet via Sprint PCS Data Link for Mobile Access may result in the disclosure to others of the user's email address and other personal information. Customer is responsible for protecting its own information and for its own privacy and

acknowledges that due to such disclosures, its users may receive advertising, warnings, alerts and other messages, including broadcast messages.

3. IP Addressing Options; Sprint Hosted Authentication Service

3.1. Customer Specific IP Addresses. Customer can designate a range of private IP Addresses to be assigned to their mobile users. Sprint offers either static IP addresses or dynamic IP addresses.

A. Static IP Address. Each time a Sprint PCS Data Link for Mobile Access device authenticates and connects to the network, the network will assign the same IP Address to the device from the designated range.

B. Dynamic IP Address. Each time the Sprint PCS Data Link for Mobile Access device authenticates and connects on to the network, the network will dynamically assign an IP Address to the device from the designated range. The IP address is released back to the customer specific IP Address pool upon disconnection from the network.

A.

3.2. Sprint PCS Data Link for Mobile Access - Hosted RADIUS Authentication Service. Sprint's Hosted RADIUS Authentication service provides Customer a hosted username and password management solution for their remote access users. Remote users authenticate on one of two redundant Sprint AAA (Authentication, Authorization, and Accounting) servers while remote access administrators facilitate username/password management, of multiple transports types, on a single Sprint hosted Remote Access Authentication System (RAAS) or tool. Authentication database – Native RADIUS, Active Directory, LDAP, any SQL-based solution.

A. Redundant Sprint AAA servers are located in Lenexa, KS. and Lee Summit, MO. The RAAS application is Oracle based and is located in a highly secure strong DMZ environment in Lenexa, KS.

B. Authentication administrators through the RAAS system will have the ability to:

    (1) Change passwords for existing users

    (2) Control the addition and deletion of users (up to the maximum limit purchased)

    (3) Control RADIUS authentication via policy management and profile groups

    (4) Reset forgotten passwords

    (5) Sprint provides authentication administrators RAAS Tier 1 support for application questions

    (6) Sprint maintains the server infrastructure providing both AAA RADIUS authentication and username/password management (RAAS)

4. PARTIES' RESPONSIBILITIES. In addition to the parties responsibilities outlined in the Agreement, the parties commit to the following:

4.1 Customer must:

A. Provide a Customer-owned, ARIN-registered domain (e.g., acme.com) for designating routing through the Nationwide Sprint PCS Network.

B. If Customer does not subscribe to Sprint's Hosted RADIUS Authentication service, customer must provide a AAA server that runs the RADIUS protocol and support RADIUS (UDP port 1812-auth and 1813-accounting) and MD5 CHAP AAA service must either utilize public IP addresses or NAT. Sprint PCS Data Link for Mobile Access must utilize either (a) public IP addresses or (b) NAT.

C. Provide and provision user profiles (usernames and passwords) on Sprint or Customer-provided AAA server**.** Customer will also be responsible for configuring their AAA server.

D. Provide a VPN termination appliance that supports IPSec (VPN Option only)

E. Provide a connection from VPN appliance to the Internet (VPN Option only)

F. Configure their VPN appliance to establish a tunnel to Sprint's VPN gateway (VPN Option only)

G. Configure their AAA server, internal routers, router(s), and firewall as part of the initial set up of Sprint PCS Data Link for Mobile Access Service. Customer will exchange AAA shared secret values with Sprint in order to set up proxy authentication between AAA servers.

H. Provide a designated contact person(s) to meet with Sprint as needed to discuss issues relating to Sprint PCS Data Link for Mobile Access and appropriate subject-matter experts and/or administrators of the VPN appliance, Frame Relay Access Device ("FRAD"), the AAA server, internal router, and customer firewall. Administrators will be readily available to assist Sprint in the setup and troubleshooting of any bugs or issues. If necessary, Customer will also be responsible for escalating to any vendor of Customer equipment in the case that Customer SMEs are unable to configure a device or resolve an issue or bug.

I. Make the appropriate subject-matter experts available and will be responsible for providing contact information for those individuals.

J. Configure its network system to allow Sprint to authenticate the Sprint PCS Connection Cards to allow access to Customer's application systems to be wirelessly accessed by Customer's end-users.

4.2 Sprint will provide:

A. SprintLink Frame Relay port and PVC or MPLS VPN port, local access and router (the routers will be available for lease or purchase), as needed and as agreed to in the Wireline Agreement unless Customer provides its own, Sprint-approved connection

B. Up to 2 appropriate resources for deploying and supporting Sprint PCS Data Link for Mobile Access;

C. Issue tracking during implementation

D. Process for Customer to contact deployment and support personnel.

E. Instruction and guidance on the configuration of the VPN appliance, FRAD, AAA server, firewall, and users.

F. A customized copy of the CMS routing.

5. CONNECTION MANAGER SOFTWARE

5.1 Ownership. CMS is the property of or is licensed to Sprint. Sprint retains all rights, title and interest in and to the CMS and any copies thereof, including all improvements, updates, modifications, or enhancements to the CMS (including any changes which incorporate any ideas, feedback or suggestions of Customer). All rights not specifically granted to Customer herein will be reserved to Sprint.

5.2 License Grant. Sprint grants Customer a temporary, nonexclusive, nontransferable, revocable license to use CMS and associated applications solely for the Services provided under the Agreement during the term thereof. Any other use of the CMS and associated applications is expressly prohibited.

6. CUSTOMER RESTRICTIONS

6.1 Customer will not:

A. Modify, translate, adapt, reverse engineer, decompile, disassemble, or otherwise translate or create derivative works based on Sprint PCS Data Link for Mobile Access or CMS, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Sprint).

B. Use Sprint PCS Data Link for Mobile Access or CMS to provide any facility management, time sharing, service bureau, or other similar services to third parties.

C. Rent, lease or sublicense Sprint PCS Data Link for Mobile Access or the CMS to a third party. Any attempted rental, lease or sublicense in violation of this Agreement will be void.

D. Release benchmarks or other comparisons of Sprint PCS Data Link for Mobile Access or distribute, disclose, market, or transfer any information (i) relating to the results of Customer's use of Sprint PCS Data Link for Mobile Access including the performance, function, use or quality of Sprint PCS Data Link for Mobile Access, or the existence of defects, bugs, or deficiencies of any kind in Sprint PCS Data Link for Mobile Access; or (ii) contained in any documentation, report, or questionnaire of Sprint.

7. SPRINT PCS DATA LINK FOR MOBILE ACCESS SUPPORT MODEL

7.1 Customer Support (Tier 1)

A. If a user of Sprint PCS Data Link for Mobile Access has a problem accessing the customer's enterprise systems, that user must first contact the Customer's help desk or support group per the procedures outlined and communicated during initial rollout of Sprint PCS Data Link for Mobile Access.

B. Customer will provide Tier 1 support for it's users of Sprint PCS Data Link for Mobile Access including: taking the initial call, gathering critical information, and initiating the triage process. If triage is unsuccessful, then the designated help desk or support group should escalate via a phone call to the Sprint Tier 2 Technical Support group for additional support.

7.2 Sprint Customer Solutions Support (Tier 2)

A. The Sprint Tier 2 Technical Support group will receive calls from the designated Customer Help Desk or support group personnel. This support model establishes a single point of communication and ensures customer Help Desk or support group personnel are aware of the status of any open issues and can implement any ad-hoc triage plans or processes. The Sprint Tier 2 specialist will act as a liaison to the technical support personnel who will work to resolve any and all open issues based on their assigned severity levels.

B. If Customer's Help Desk or support group personnel experiences problems or are unable to triage any issues with the Sprint PCS Data Link for Mobile Access product, they will need to contact the Sprint Tier 2 Technical Support group via a telephone call to communicate the issue and open a trouble ticket. Sprint Tier 2 Technical Support is available 24 hours a day, seven days a week for Sprint PCS Data Link for Mobile Access support.

C. When Customer calls the Customer Service Center (CSC), the following information will need to be provided (at a minimum):

(1) What is Customer's name?

(2) Is the caller available 24X7? If not is there an alternate contact?

(3) Contact's phone number

(4) What type of problem is the customer having?

(5) What Sprint PCS Data Link for Mobile Access software version is the customer using?

(6) How many users are affected?

(7) What error message is being described? If none describe symptom

(8) Describe the troubleshooting steps taken

(9) Is the activation greater than 36 hours?

(10) Is the customer trying to connect by pressing 'Go' on the Sprint PCS Data Link for Mobile Access software and the error then occurs? Or are they trying to log into a specific application after they have been connected and then receive the error?

(11) What data activities were you able to perform?

(12) Number of failed attempts?

(13) Computer or device type?

(14) Call direction – stationary or moving?

(15) What is the user's realm? (information after the "@" sign)

(16) What type of Connection Card are you using?

D. The Sprint Tier 2 Technical Support Specialist will provide Customer the assigned severity code for the issue, a ticket number, and information regarding when you will be contacted next and by whom. If the call is not your initial one, please have your existing trouble ticket number available for the Sprint Tier 2 Support Specialist.

E. Sprint Tier 2 Technical Support is committed to providing quality support and services for your organization, 24 hours a day, seven days a week for Sprint PCS Data Link for Mobile Access at the Sprint-provided technical support contact numbers.