

SPRINT MOBILITY MANAGEMENT SERVICES ANNEX

The following terms and conditions, together with the applicable Sprint service agreement (“**Agreement**”) govern Sprint’s provision and Customer’s use of Sprint Mobility Management Services (“**SMM Services**”). Terms not otherwise defined herein have the meanings set forth in Sprint’s Standard Terms and Conditions and the Agreement.

1. **ELIGIBILITY.** Customer’s corporate-liable wireless devices are eligible for Sprint Mobility Management Services, regardless of the mobile carrier providing wireless services. Customer’s employee-liable wireless devices are eligible for Bring Your Own Device Management, as described in further detail herein, subject to certain terms and conditions. The availability and functionality of certain components and features of Sprint Mobility Management offerings may be limited by the type of wireless devices and operating systems. Contact your sales representative for more detailed information.
2. **SERVICES.** Sprint Mobility Management Services include four service categories: (a) Lifecycle Management; (b) Inventory and Expense Management; (c) Mobile Device Management; and Bring Your Own Device Management. Each service category contains some or all of the following service components: (a) custom internet portal; (b) help desk support; and (c) advisory and management services. Depending upon Customer’s predominant device operating system, Customer’s human resource systems, Customer’s financial systems, Customer’s choice of optional solutions, and other factors, some of the components, subcomponents, solutions and features set forth below may not be available to Customer or may only be available at extra cost to Customer.
 - 2.1. **Lifecycle Management.** Lifecycle Management assists Customer in managing its wireless devices through device lifecycles. Lifecycle Management may include the following tools and services:
 - A. **Internet Portal.** Customer will have access to its own custom portal that will provide Customer with a single location for ordering, managing, and monitoring mobile devices. The portal offers:
 - (1) Basic integration to many human resources and financial systems
 - (2) A Customer-specific catalog with relevant approved devices, rate plans, special pricing, and available accessories
 - (3) Online customer service tools, coverage, and upgrade eligibility information
 - (4) Capture and mapping of relevant cost center, division, department
 - (5) Capability to view and search order activity in real-time
 - (6) Reports concerning order activity and status, order management ticket statistics, activations, disconnects, and other transaction volumes
 - B. **Advisory and Management Services.** Along with the custom portal, the following services are available to Customer:
 - (1) Advice concerning mobile use policies and compliance
 - (2) Order management services including order approval workflows, policy management and compliance tools, and order communications such as confirmation emails and updates
 - (3) Support for a variety of Customer administrator or end user actions such as adding or activating services or devices; changing services, devices, accessories, or features; porting phone numbers and service; and upgrading or moving devices and services across departments.
 - (4) Standard device fulfillment and logistics
 - C. **Help Desk Support.** Support is available for a variety of Customer administrator or employee actions. This support is accessible via Customer’s internet portal, designated email, or a designated toll-free number provided to Customer. Access to support for certain actions may be limited to Customer’s designated administrator. Customer must use the internet portal, designated email contact or designated toll-free number to access support. Support for Lifecycle Management Services is not available by contacting Sprint Customer Service.
 - (1) Live support from 8 am to 8 pm Eastern Time, Monday through Friday, excepting holidays
 - (2) Support vehicles consisting of email, chat and voice, and end user FAQ or knowledge base available for self-help
 - 2.2. **Inventory & Expense Management.** Inventory and Expense Management assist Customer in managing inventory and expenses as well as optimizing resources. The following are examples of the components of Inventory and Expense Management:

- A. **Analysis Dashboard.** The Analysis Dashboard, accessible by Customer through a Customer-dedicated internet portal, enables Customer to view inventory and expense metrics, create and tailor reports, and allows Customer to search down to call level details.
- B. **Advisory and Management Services.** The advisory and management services provided with Inventory and Expense Management include:
 - (1) Advice concerning mobile use policies and compliance
 - (2) Monthly analysis and optimization recommendations
 - (3) Baseline spending assessment with initial billing audits
 - (4) Management of disputes with carriers on behalf of Customer
- C. **Help Desk Support.** Help desk services consist of:
 - (1) Live support from 8 am to 8 pm Eastern Time, Monday through Friday, excepting holidays
 - (2) Support vehicles consisting of email, chat and voice, and end user FAQ or knowledge base available for self-help

2.3 Mobile Device Management (MDM). MDM assists Customer in managing wireless devices and information security. MDM requires installation of a software application on each participating wireless device and acceptance of the software license agreement associated therewith. If Customer chooses to obtain a software application from a third party, such application must be approved by Sprint. Customer is fully responsible for ensuring compliance with such software applications terms of use, charges related thereto, and any costs associated with efforts needed to integrate or make compatible the MDM offerings, including BYOD MDM, with the third party software application.

- A. MDM for Customer's corporate-liable wireless devices may include some of the following features or services through a web-based portal:
 - (1) **Over-the-air Enrollment.** Provides Customer with rapid deployment options to streamline and automate device activation and enrollment into the enterprise environment.
 - (2) **Asset Management.** Captures real-time device and network information. Allows Customer to monitor devices including network status and receipt of real-time alerts about a device's health.
 - (3) **Over-the-air Configuration.** Enables Customer to configure registry and device settings. From the console, configurations can be deployed and updated over the air for one device or groups of devices.
 - (4) **Remote Troubleshooting.** Provides remote access and control over devices for faster, more efficient troubleshooting.
 - (5) **Device and Data Security.** Provides Customer with the ability to enforce security settings on wireless devices and monitor compliance.
 - (6) **Application Management.** Provides the ability to lock down a device's operations to applications approved for a user, ensuring a higher level of device security, productivity and preventing unintended device use.
 - (7) **Accounts and Services Integration.** Configures a device's Email, VPN, Wi-Fi and more, allowing only authorized users to access corporate accounts and services. If a device is lost, stolen or non-compliant, Customer can instantly disable access to enterprise services and even remotely lock or wipe a device.
 - (8) **Policy Enforcement.** Enables protection of access to mobile devices through strong device security setting capabilities to enforce Customer's policies. Enables enforcement of device pass-code policies that meet the highest enterprise security standards. Actively monitors devices in real time to ensure compliance.
 - (9) **Restrictions Management.** Enables Customer to restrict features and functionality to meet the company's security requirements.
- B. **Bring Your Own Device Management ("BYOD Management" or "BYOD")** is MDM limited to Customer's employee-owned or individual-liable wireless devices. **BYOD MDM may include some of the following features or services through a web-based portal:**

- (1) **Registration & Administrating Portal:** Dashboard for management of Customer's policies and opt-in compliance with capability of capturing consent or opt-in. This portal includes tools to enable employee device registration, facilitate approval workflow for participation in BYOD MDM program and device registration, and manage transfer of liability for Customer's corporate-liable devices to individual-liable status.
- (2) **BYOD Program Reporting.** Includes the ability to generate reports showing approved device types, approval status for employees requesting access to the BYOD MDM program as well as for users registering devices, overall program reports, and help desk interactions and resolutions.
- (3) **Individual-liable Procurement Portal.** Provides access to individual-liable discount comparison information, on-line coverage information, and carrier-provided information about promotions. This portal can provide access to procurement information for employees as well as links to multiple carriers' sites. Customer is responsible for securing explicit approval from carriers other than Sprint to have such carriers site URLs included on this portal. Device fulfillment services are not offered in connection with BYOD MDM. Device fulfillment is limited to each carrier's standard services and processes.
- (4) **Management of BYOD MDM.** Sprint will configure an MDM console with the ability to establish individual-liable security profiles and policies by device type in accordance with Customer's established policies. Sprint will coordinate connectivity of individual-liable devices to Customer's email platform, advise and assist Customer with configuration of a secure email gateway for compliant devices. Sprint will monitor Customer's MDM console to manage and maintain compliance with Customer's established policies, including pushing updates and applications to devices for configuration and security settings. Sprint will monitor the status of device settings for policy violations and can perform lock and wipe of lost or otherwise compromised devices in accordance with Customer's policies.
- (5) **Help Desk Support.** Help desk support is available for Customer's administrative portal issues as well as for technical trouble-shooting for individual-liable end users. Live support is available from 8 am to 8 pm Eastern Time, Monday through Friday, excepting holidays
- (6) **BYOD Stipend Management.** If requested, Sprint will provide a file feed to Customer in CSV format which includes Customer's registered BYOD MDM participants and applicable stipend amounts for each employee based upon Customer's stipend policy to assist Customer's stipend distribution.

3. PARTIES' RESPONSIBILITIES

3.1 Customer's Responsibilities

- A. **Management.** Customer will provide a dedicated telecom manager and back up to serve as the primary interface with Sprint for the duration of the Sprint Mobility Management implementation process and for ongoing operation. The telecom manager's commitment includes, among other items, participation in implementation meetings, collection of Customer data, completion of forms, coordination of Customer's implementation procedures, and ensuring that Customer's employees perform all required functions.
- B. **Information.** Prior to deployment of Sprint Mobility Management, Customer will identify staffing contacts, provide baseline subscriber data and device inventory information, and complete all device management training. After deployment of Sprint Mobility Management, Customer will provide changes and updates to the information described in this section to Sprint.
- C. **Letters of Authorization.** Customer will provide letters of authorization, in form reasonably acceptable to Sprint, to each wireless carrier for which Customer wishes to utilize Sprint Mobility Management (other than Sprint itself) that authorize the release of billing data to Sprint or such of Sprint's agent(s) as needed. Customer acknowledges that without such letters of authorization, Sprint will not be able to aggregate billing and use data needed to populate Inventory and Expense Management Analysis Dashboard.

D. Liability for Wireless Service Fees. Customer is solely responsible for payment of all invoices issued in connection with wireless services provided by Customer's chosen wireless carriers. Nothing in this Agreement shall be deemed to transfer liability concerning devices, wireless services, accessories or any charges whatsoever related to Customer's procurement of wireless services, devices and related products to Sprint.

E. MDM and BYOD MDM.

(1) If Customer purchases MDM or BYOD MDM, Customer is responsible for all matters relating to its use, implementation, and policies surrounding these solutions, including but not limited to developing its own security policies and information policies and notifying and educating its employees and end users as Customer deems appropriate.

(2) If Customer purchases the BYOD MDM solution, Customer is responsible for notifying and obtaining consent of the individual-liable end users, educating such end users, and addressing any additional wireless charges the individual end-users may incur as a result of the BYOD MDM solution, as Customer deems appropriate.

3.2 Sprint Responsibilities. Sprint will exercise commercially reasonable efforts to timely communicate and make effective any change in carrier services or change in carriers Customer may request. Sprint will also exercise commercially reasonable efforts to timely make any change in Services Customer may request.

4. BILLING.

4.1 Charges. Sprint will bill Customer for all lines under Mobility Management Services ("**Lines Under Management**") monthly, in advance. The Lines Under Management will be determined by Sprint once per month on the last business day prior to issuance of the monthly invoice ("**Measurement Date**"). Charges for Lines Under Management will commence upon the date Mobility Management Service begins incorporating a specific line. Following the initial incorporation of a Line Under Management, Sprint will not prorate charges for such Line Under Management for any reason.

4.2 Billing Inquiries. If Customer makes a billing inquiry or dispute concerning Mobility Management Service charges, Customer must provide Sprint with information it requests to evaluate Customer's inquiry or dispute.

5. Modification, Discontinuation or Termination. Sprint reserves the right to modify or discontinue Sprint Mobility Management Services in whole or in part or terminate Sprint Mobility Management Services at any time without cause.

6. SPRINT IS NOT RESPONSIBLE FOR ANY CLAIMS MADE AGAINST CUSTOMER BY CUSTOMER'S EMPLOYEES OR END USERS IN CONNECTION WITH CUSTOMER'S USE OF THE SMM SERVICES.

7. INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SPRINT FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES AND DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE MDM AND BYOD MDM SOLUTIONS.