

BOXTONE SOFTWARE PRODUCT ANNEX

The following terms and conditions in this BoxTone Software Product Annex (“**BoxTone Annex**”), together with the applicable Sprint Custom Network Solutions Agreement or attachment to a Service Agreement (“**CNS Agreement**”), govern Customer’s purchase and use of the BoxTone Software (defined below). If a conflict exists between the CNS Agreement and this BoxTone Annex, the terms and conditions in this BoxTone Annex will control. Capitalized terms not otherwise defined will have the meaning set forth in the CNS Agreement.

1. Description of BoxTone Software

1.1 BoxTone for BlackBerry Software Solution. The BoxTone for BlackBerry software solution includes the BoxTone Core, as well as the Incident Management and Problem Management Modules. Optional modules include the Service Desk Management and Asset, Expense and Compliance Management Modules. BoxTone also provides connectors for popular enterprise systems management solutions. All of the BoxTone software Customer purchases from Sprint is collectively “**BoxTone Software**.”

1.2 BoxTone Core. The BoxTone Core includes the BoxTone data collection service (Collector Server), an analytics service (Analyzer Server), a BoxTone application broker (Broker Server), and an embedded database (BoxTone Database). The BoxTone Core comes in two versions, Standard or Enterprise Edition. The Standard Core supports monitoring up to 5,000 BlackBerry users from a single instance of BoxTone. BoxTone for BlackBerry with a Standard Core is installed on one Windows 2003 server with the hardware provided by the customer. The Enterprise Core supports between 5,000 and 30,000 BlackBerry users monitored from a single instance of BoxTone deployed in a client server configuration across two servers. The BoxTone embedded Database is installed on its own Windows 2003 server.

1.3 BoxTone Incident Management. The BoxTone Incident Management is designed for fast, efficient incident identification and resolution by the BlackBerry Enterprise Server administrator. This Module includes proactive baselined alerting with root cause and recommended answers, the BoxTone OpsDashboard for at-a-glance overall system health and detailed drilldown data consoles.

1.4 BoxTone Problem Management Module. The BoxTone Problem Management is for the BlackBerry Enterprise Server administrator and the engineering teams. This Module delivers time-based performance analysis, providing overall system health information, isolating problem specific areas and identifying root cause across all communication links through consoles, analytics and reports.

1.5 BoxTone Service Desk Management Module. The BoxTone Service Desk Management Module is designed specifically for the service desk. This console is the one place to go for Tier-1 personnel to deliver faster first-call resolution, with real time user status and flow performance graphs, active diagnostics for root cause, testing tools, and integrated knowledgebase of recommended answers suitable for front-line skilled staff.

1.6 BoxTone Connectors. The BoxTone Connectors provide integration with a wide variety of existing management, monitoring and support systems including Microsoft MOM/SCOM, HP OpenView and any SNMP-enabled product.

2. Sublicense. Sprint will transfer sublicenses to the BoxTone Software as set forth in the Statement of Work; provided, however, that Customer agrees and acknowledges that: (i) Sprint itself does not supply, install, maintain, develop, upgrade or otherwise support any BoxTone software, products or services (including without limitation all equipment and software listed in the Statement of Work); and (ii) the BoxTone Software is not part of, and will not be considered within the definition of, the CNS Equipment. BoxTone retains title and property rights to the BoxTone Software. Customer must use commercially reasonable efforts to prevent the BoxTone Software from being used in any manner that would enable any third party to use the BoxTone Software in violation of this CNS Agreement. Customer is not granted any right to use the BoxTone Software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code, and Customer agrees not to reverse engineer, decompile, modify or enhance any software. Customer is not authorized to modify, adapt, translate or create derivative works based in whole or in part on the BoxTone Software or to reverse compile or disassemble the BoxTone Software.

3. BoxTone Software Specifications (Enterprise Edition)

3.1 Servers. A two server deployment is recommended. One server will support the BoxTone Core and the other server will run the embedded BoxTone database.

3.2 CPU. Recommended dual 3.2+ GHz CPUs.

3.3 Memory. Requires minimum 2GB for production, with 4GB recommended.

3.4 Oracle Database 10g. Oracle Database 10g comes embedded with BoxTone.

3.5 Required Environment/Software on BoxTone Server as Prerequisite: (a) Windows 2003 Server Operating system with Service Pack 1; (b) JDK 1.4.2.X SDK with JAVA_HOME environment system variable set to the JDK install folder; (c) Microsoft IIS; and (d) Microsoft .NET Framework, SP1 and all latest hot fixes.

4. Delivery. The BoxTone Software is delivered electronically, via DVD or as provided in the Statement of Work.

5. Support Services. Upon installation of the BoxTone Software in accordance with the CNS Agreement and this BoxTone Annex, Customer will receive BoxTone’s support maintenance and technical support for the first year. After the first year, Customer is responsible for obtaining maintenance and support services directly from BoxTone within 45 days from the expiration of the first year. Customer will contact BoxTone to purchase any additional hardware/software purchased after the initial sale (Customer will be responsible for any additional cost), and maintenance & support charges will be adjusted to reflect that additional purchase, for which Customer will be responsible. BoxTone’s maintenance and technical support includes the services listed below. Additional charges will apply for maintenance and technical support requested by Customer outside the scope of the following:

5.1 Support Service Level Standards. BoxTone will use all commercially reasonable efforts to respond to error reports according to the following schedule:

Severity Level	Response Time	Status Update	Resolution Time Frame
1 - Critical	Access to technical resource within 5 hours, during hours contracted to support problem identification and debugging	Agreed to with Customer. Default is daily.	Within 7 days from recreating the problem at BoxTone or as per acceptable action plan
2 - Severe	Access to technical resource within 1 business day to support problem identification and debugging	Agreed to with Customer. Default is weekly.	In the next patch release, not to exceed 30 days from recreating the problem in house.
3 - Medium	Access to technical resource within 1 business day to support problem identification	Agreed to with Customer.	In the next product release for fixes agreed upon by Product Management and Development during planning for that release
4 - Low	Access to technical resource within 2 business days to support problem identification	Agreed to with Customer.	In the next product release for fixes agreed upon by Product Management and Development during planning for that release.

5.2 Severity Levels

5.2.1 Critical: Customer experiences real data loss or corruption or an essential part of the system is unusable for Customer.

5.2.2 Severe: Customer experiences a major failure that has a known workaround or a minor failure with no known workaround.

5.2.3 Medium: Customer experiences a minor failure with a workaround.

5.2.4 Low: Customer experiences a cosmetic flaw or minor irritant.

5.3 Customer Responsibilities

5.3.1 Customer will use reasonable efforts to correct errors that do not arise from the Licensed Software.

5.3.2 Customer will determine if the reported error applies to the supported Licensed Software.

5.3.3 Customer will attempt to duplicate the reported error or other components developed by Customer, if necessary.

5.3.4 Customer will attempt to provide a fix or a workaround to the error.

5.3.5 Customer will escalate the error to BoxTone’s support center if all of the above fail to resolve the problem.

5.3.6 Customer will provide log files and configuration information as requested by BoxTone's support center to troubleshoot the error.

5.3.7 Customer will provide BoxTone support remote access (monitored) to servers via technology such as GoToMeeting or WebEx to troubleshoot the error.

5.4 Assured Support Services. BoxTone will provide commercially available support services for BoxTone Software for a period of 2 years from the date an Order is issued for the product. Support Services will also be available for the immediately preceding release of the Software Product for 24 months after a new release has been issued.

5.5 Support Services Requirements and Procedures. BoxTone will designate a principal point of contact for receiving Support Services requests. BoxTone will provide prompt and continuous Support Services by qualified technicians familiar with the BoxTone Software until any problem with the product has been corrected.

6. Limitation of Liability

6.1 General. In addition to any limitations set forth in the CNS Agreement, Sprint does not assume and will have no liability under the CNS Agreement for (i) failure to install the BoxTone Software System within a specified time period; (ii) unavailability of or delays in delivery of the BoxTone Software; or (iii) damage caused to BoxTone Software due directly or indirectly to causes beyond the reasonable control of Sprint, including, but not limited to, acts of God, acts of the public enemy, acts of the government, acts or failure to act of Customer, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, unusually severe weather conditions or default of Sprint's subcontractors due to any of those causes.

6.2 Service Disruptions. WITHOUT LIMITING THE FOREGOING, SPRINT'S SOLE LIABILITY FOR SERVICE DISRUPTION RESULTING FROM THE UNAVAILABILITY OR NON-OPERATION OF THE BOXTONE SOFTWARE IS LIMITED TO THE APPLICABLE REMEDIES AND SUBJECT TO THE LIMITATIONS PROVIDED FOR UNDER THE SERVICE AGREEMENT FOR SERVICE DISRUPTIONS.

6.3 Interaction with CNS Equipment. Customer is responsible for the BoxTone Software if it impairs the CNS Equipment. Upon notice from Sprint of impairment to the CNS Equipment, Customer will promptly cure the problem. Sprint, in its reasonable discretion, may suspend or disconnect the affected CNS Equipment without advance notice to Customer, although Sprint will provide advance notice where reasonably practical. At Customer's request, Sprint will work with Customer to troubleshoot the source of the impairment at Sprint's then-current time and materials rates.

7. No Warranty – BoxTone Software. SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO THE BOXTONE SOFTWARE. Any warranties related to the BoxTone Software are provided by BoxTone. Sprint does not manufacture the BoxTone Software, and Sprint is not responsible for the acts or omissions of the original manufacturer. However, Sprint will pass through to Customer all warranties to the extent permitted.