

SPRINT CNS MOBILE VOICE SYSTEM PRODUCT ANNEX

The following terms and conditions of this Sprint CNS Mobile Voice System Product Annex (“**CNS MVS 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 Mobile Voice System. If a conflict exists between the CNS Agreement or Customer’s Service agreement and this annex, the terms and conditions in this annex control. Capitalized terms not otherwise defined in this annex are as defined in the CNS Agreement.

- 1. Wireless Pricing Plans.** Pricing plans with unlimited incoming calls are not available to Blackberry Data plan subscribers utilizing the Mobile Voice System. Unlimited free incoming calls are a feature of certain Sprint rate plans. Rate plans without this feature are not subject to this exclusion.
- 2. Compatibility.** Customer’s Mobile Voice System is generally compatible with certain Blackberry Devices and applications offered by RIM, including certain Blackberry Mobile Voice Services applications. Non-BlackBerry wireless devices are generally compatible, but with out the BlackBerry enhanced User Interface.
- 3. Blackberry Enterprise Server (“BES”).** A BES Client Access Licenses (“CAL”) is required for all Mobile Voice System users, including any non-Blackberry devices. The numbers of users for the Mobile Voice System Server Software is dependent upon the number of BES CAL that Customer has purchased and are available for use as well as certain system limitations for the Mobile Voice System Server Software.
- 4. Enhanced In-Building Coverage.** Customer may need to install enhanced in-building coverage in order for the Mobile Voice System to work effectively. Pricing for enhanced in-building coverage will be set forth in a separate agreement with Sprint.
- 5. Mobile Voice System Server Software.** Customer’s use of RIM’s Mobile Voice System and the Mobile Voice System server software (“**MVS Server Software**”) is subject to the then-current standard RIM Mobile Voice System Server Software License Agreement (“**RIM License Agreement**”) and updates to that agreement (if any) available at <http://www.RIM.com/legal>. The RIM License Agreement is subject to change without prior notice to Customer.
- 6. Maintenance of Mobile Voice System.** Mobile Voice System maintenance and technical support leverages the general BES maintenance and support purchased by Customer under other provisions of this Agreement or through separate contractual arrangements with RIM. If Customer’s current BES is not compatible with the Mobile Voice System, Customer may be required to upgrade its BES (at Customer’s expense) to the level necessary for compatibility with the Mobile Voice System.
- 7. Equipment Requirements.** Certain equipment is necessary for full MVS functionality, for more information as to the specific requirements for your contemplated solution, please contact your Sprint account team or visit the product documentation available at: http://na.blackberry.com/eng/services/blackberry_mvs/.
- 8. Mobile Voice System Equipment.** Customer must obtain certain hardware and software necessary for the operation of the Mobile Voice System (collectively, the “**MVS Equipment**”), as more fully detailed in the applicable Statement of Work. The MVS Equipment must meet certain RIM and general network requirements. Customer may procure the MVS Equipment from Sprint or one of Sprint’s preferred partners.
 - 8.1** Before the installation of the Mobile Voice System is complete, Customer must enter into a maintenance agreement for the support of the MVS Equipment (“**Maintenance Agreement**”), and the Maintenance Agreement must remain in place for the Term.
 - 8.2** If Customer obtains the MVS Equipment from Sprint, title to the MVS Equipment will pass to Customer upon installation and acceptance of the MVS Equipment. The MVS Equipment is passed to Customer in “as-is” condition with no express or implied warranties, particularly no warranties of merchantability or fitness for a particular use. For purposes of interpreting the CNS Agreement, “CNS Equipment” includes MVS Equipment and the MVS Server Software, except with respect to provisions governing ownership.
 - 8.3** Where software is provided with the MVS Equipment (but excluding the MVS Server Software itself), Customer is granted a non-exclusive and non-transferable sublicense to use the software, including any related documentation, solely to enable Customer to use the MVS Equipment. Customer is not granted any right to use any 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 may make copies of such software for back-up or archival purposes, provided that each copy made will contain all applicable proprietary notices.
- 9. No Warranty—Mobile Voice System.** SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.
- 10. Service Disruptions.** WITHOUT LIMITING THE FOREGOING, SPRINT’S SOLE LIABILITY FOR SERVICE DISRUPTION RESULTING FROM THE UNAVAILABILITY OR NON-OPERATION OF THE MOBILE VOICE SYSTEM IS LIMITED TO THE APPLICABLE REMEDIES AND SUBJECT TO THE LIMITATIONS PROVIDED FOR UNDER THE SERVICE AGREEMENT FOR SERVICE DISRUPTIONS.