

## 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. Terms not otherwise defined herein have the meanings set forth in Sprint’s Standard Terms and Conditions and the Agreement.

1. **ELIGIBILITY.** All of Customer’s corporate-liable mobile lines are eligible for Sprint Mobility Management Services, regardless of the mobile carrier providing wireless services. Individual-liable lines are only eligible, however, for a subset of solution features and functions below, and only if the individual employee consent or opt-in is provided.
2. **SERVICES.** Sprint Mobility Management Services are made up of three service categories: (a) Lifecycle Management; (b) Inventory and Expense Management; and (c) Mobile Device Management & Security. 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 services and 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 mutually agreed and communicated holiday schedule.
      - (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 mutually agreed and communicated holiday schedule.
- (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 & Security (MDM&S).** MDM&S assists Customer in managing devices and security. MDM&S 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 a Customer's IT administrators 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 a Customer's administrators with the ability to enforce security settings on mobile 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, the system can instantly disable access to enterprise services and even remotely lock or wipe a device.
- (8) **Policy Enforcement.** Protects access to mobile devices through strong device security 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 the Customer's administrators to restrict features and functionality to meet the company's security requirements.

### 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 Partner 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 Partner.
- 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 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 Telephone 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. In the event that Sprint is making payments to carrier(s) on Customer's behalf, Sprint will exercise commercially reasonable efforts to remit payment timely to carrier(s). Timely payments to carriers are contingent on timely receipt of payment by Customer to Sprint.

**3.2 Sprint & Sprint Partner 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.