

BYTEMOBILE OPTIGO ENTERPRISE OPTIMIZER SOFTWARE PRODUCT ANNEX

The following terms and conditions, together with the Master Services Agreement (the “MSA”), the Custom Service Agreement (“CSA”) or other applicable Sprint service agreement or order form (each a “Sprint Agreement”), govern Sprint’s provision of Bytemobile Optigo™ Enterprise Optimizer, a software designed to optimize the transportation of data through networks (the “Software”) to Customer. Terms not otherwise defined herein will have the meanings set forth in the MSA, CSA, or Sprint Agreement.

1. License

- 1.1.** Sprint and its licensor grant to Customer non-exclusive and non-transferable perpetual licenses to use the Software as listed in Customer’s order form, MSA, CSA or Sprint Agreement during the Term in accordance with the applicable clickwrap license agreement. The Software is sold on a per-seat basis, but may be used concurrently.
- 1.2.** Customer may not: (A) copy the Software for the purpose of distributing the Software to any third party; (B) derive the source code of, reverse engineer, decompile or disassemble the Software; (C) modify, alter or create any derivative works of any portion of the Software; (D) rent, lease, sublicense, distribute, or directly or indirectly transfer or disclose any portion of the Software or any copy thereof to any third party; or (E) remove, obscure, or deface any intellectual property or confidentiality legends of Sprint or its suppliers.

- 2. System Requirements.** Customer will ensure that its systems comply with the technical requirements set forth in Attachment A to this Annex.

- 3. Ownership.** Sprint’s licensor, Bytemobile, retains ownership of the Software, including any copies made by Customer, and all intellectual property rights therein. The Software is licensed to Customer under this Annex, not sold. The Software is deemed to be accepted on installation. Customer will include the copyright or proprietary rights notice for Sprint’s licensor, Bytemobile, on any copies of the Software or associated documentation, including copyright or proprietary rights notices of third parties that are included on media or in documentation provided by Sprint.

4. Support and Maintenance

- 4.1.** During the Term, Sprint agrees to provide Customer with support and maintenance described in this Section 4 for the then-current release and one release back (where the release number is denoted by the number to the left of the decimal point, i.e., 2.0 versus 3.0). Customers may choose from one of two maintenance options. “Option 1” includes support, bug fixes, minor releases (aka “dot releases”), and major upgrades. “Option 2” includes the same provisions as “Option 1”, excluding major upgrades. No refunds will be offered once maintenance charges have been billed and collected. Helpdesk support is available from Sprint for Customer’s helpdesk organization and/or system administrator 7am -7pm Monday through Friday via a toll-free number. Customer’s helpdesk organization and/or system administrator acts as the primary point of contact for all end-user issues and has the ability to escalate appropriate Optigo problems or issues for resolution. Sprint serves as Tier 2 in this model with a Sprint partner providing Tier 3 support. A review of the support levels are as follows:

- ◆ Tier 1 – Customer’s Helpdesk Organization or System Administrator

- ◆ Tier 2 – Sprint Helpdesk
- ◆ Tier 3 – Sprint partner

4.2. Sprint Helpdesk Hours of Support. Monday through Friday, 7am – 7pm Central Standard Time excluding observed Holidays (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day).

4.3. Documentation. Customer’s helpdesk and/or system administrator will receive the end-user guide and system administrator guide at the time the client/server Software is provided via the download center. This happens as part of Customer’s implementation process.

4.4. Customer Requirements. Customer’s helpdesk is responsible for being the primary point of contact for all end-user issues. They are responsible for the initial handling, troubleshooting, resolution, and communication of all end-user problems. When an issue has been determined to be an Optigo-related problem, Customer’s helpdesk always retains ownership of Customer’s issue through its lifecycle. It is responsible for all communication back to the end user on the status of the issue.

4.5. Support Not Included. Sprint will not provide support for escalated issues regarding:

- A. Non-Sprint Internet connectivity or ISP problems;
- B. Home network configurations;
- C. Windows Operating System support;
- D. Invalid application credentials; or
- E. Dial IP and Connection Card issues. (These issues will be handled through normal support process.)

4.6. Trouble Handling and Problem Resolution

- A. The Tier 2 Sprint Helpdesk serves as the primary point of contact for all troubles and will provide initial handling, troubleshooting, resolution, and communication of all Customer-reported problems. If necessary, Sprint will provide any available corrections, workarounds, patches or updates. Customer will provide any additional information regarding the overall effect of the Software problems as is reasonably relevant to the resolution of the problems.
- B. Sprint will escalate issues to Sprint’s partner as necessary for Tier 3 support. If necessary, a 3-way call between Sprint, Sprint’s partner, and Customer may be required to resolve the end user issue.

4.7. Service Restore Targets

These targets are not guaranteed and are not backed with financial penalties. Optigo is a non-inline solution meaning that a failure of Optigo will not impact ability to access email, web, and other applications. The resolution for an Optigo failure is to simply disable the client and power down the server. As such, the TS1 severity code is not applicable to Optigo.

Trouble Severity Code	Example Descriptions	Initial Receipt of Customer Report	Support Expectations	Status Update Intervals	Restore Target
TS1	This severity level does not apply to Optigo.	Not applicable	Not applicable	Not applicable	Not applicable
TS2	A major impairment of the performance or loss of service of Optigo for all users or a group of users within a business.	Customer will report issue to Sprint via phone call.	Support throughout business hours, which are between 7 am and 7 pm CST Monday through Friday.	Every 4 hours during business hours	1 business day excluding weekends and Holidays
TS3	A minor impairment of the performance for all users or loss of service for a single user.	Customer will report issue to Sprint via phone call.	Support throughout business hours, which are between 7 am and 7 pm CST Monday through Friday.	Once per day during business hours excluding weekends and Holidays	3 business days excluding weekends and Holidays
TS4	Minor bugs not impacting the performance of Optigo.	Customer will report issue to Sprint via phone call	Support throughout business hours, which are between 7 am and 7 pm CST Monday through Friday.	Not applicable	Next scheduled Software update

- 4.8.** Sprint will have no responsibility to supply any maintenance and support services for the Software where: (A) Customer or a third party has modified the Software without the consent of Sprint; (B) Customer has combined the Software with systems or products that are not compatible with the requirements of the Software's specification; or (C) there is a force majeure event. If any changes are made to the Software or associated equipment by Customer or any third parties contracted by Customer and it can be reasonably demonstrated that the changes have adversely affected the Software's operation, Sprint will be entitled to recover any additional maintenance and support costs arising from these changes.

5. Implementation

- 5.1.** The Business Implementation Team (BIM) is available to assist customers with installation of the Software. BIM provides Customer access to the Software and provides trial license keys as well as production license keys. BIM will not provide on-site support. All implementation support will be provided over the phone. Questions regarding implementation support should be directed to: BusinessImplementationManagement@mail.sprint.com.

5.2. What's included:

- A. High-level architectural review;
- B. Access to download Software, user guide, and admin guide;
- C. Software installation guidance as needed; and
- D. Troubleshooting implementation problems:
 - (1) Problems with Optigo Services running on the server; or
 - (2) Optigo client can not connect.

6. **Return Policy.** Customer acknowledges that Sprint has provided a 30-day free trial of the Software for the purposes of evaluation and ensuring the Software integrates with Customer's network and application environments. As such, once Customer takes possession of production license keys, no refunds or discounts will be offered due to any issues, including, but not limited to integration or performance issues. Customer acknowledges that it is responsible for its own operating environment and that Sprint is not liable to Customer if installation or use of the Software interferes with Customer's other software or systems.
7. **Warranty**
- 7.1. **Limited Warranty.** Sprint warrants that the Software will perform substantially the functions described in the documentation for the Software. Sprint's entire liability and Customer's sole and exclusive remedy for any breach of the foregoing limited warranty will be repair or replacement of the Software.
- 7.2. **Exclusions.** The foregoing limited warranty does not cover loss or damage for any (A) modification or repair of the Software by Customer or any third party; (B) accident, neglect, failure of electric power, storage or use in improper or adverse environmental conditions, misuse, virus, negligence, catastrophe, operator error or causes other than ordinary and intended commercial use; or (C) failure or incompatibility of the Software with computer hardware or other software not supplied by Sprint.
- 7.3. **Disclaimer of Other Warranties.** THE REPRESENTATIONS AND WARRANTIES IN THIS ANNEX ARE THE ONLY REPRESENTATIONS AND WARRANTIES FOR THE SOFTWARE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
8. **Indemnification.** Customer will indemnify Sprint for all losses, costs, damages, expenses, and liabilities (including reasonable attorney's fees) of any kind resulting from any and all unauthorized reproduction, installation, access, use, and/or distribution of any portion of the Software by Customer, Customer's affiliates, employees, subcontractors, or any party acting on behalf, or at the direction, of Customer.
9. **Orders.** When placing an order for the Software, Customer will provide its name, address, phone number, point of contact, and email address, and the version of Microsoft Outlook, Exchange and Windows installed by Customer.
10. **Customer Information.** Customer grants Sprint the right to disclose Customer information (i.e. name and location of Customer, licenses purchased and other information related to Sprint's offerings to Customer under the MSA, CSA, or Sprint Agreement) to its licensor and its affiliates at any time, but only as required for Sprint to provide licenses and services to Customer. Sprint may also use Customer's name to identify Customer to third parties as a Sprint customer.

ATTACHMENT A
SYSTEM REQUIREMENTS

- Optigo Server Requirements

Hardware Requirements – Minimum

- Pentium IV @ 500 MHz
- 256 MB RAM
- 2 GB free disk space

Hardware Requirements – Recommended

- Dual 1.6 GHz Xeon
- 1 GB RAM
- 10 GB free disk space

Minimum Software Requirements for Deployment

- Microsoft Windows 2000 Server (SP3 or later) or Windows 2003 Enterprise Edition
- Microsoft Internet Explorer 5

Minimum Software Requirements for Microsoft

Exchange Optimization

- Microsoft Exchange version 2003, 2000, 5.5
- Valid Exchange email account

- Optigo Client Compatibility Requirements

Minimum Hardware Requirements

- Pentium II @ 266 MHz
- 64 MB RAM
- 20 MB free disk space

Compatible Operating Systems

- Windows 98, SE, ME, 2000 Professional, XP

Compatible Web Browsers and Email Applications

- Microsoft Internet Explorer 5 or later;

Netscape® Navigator® 4.x or later

- Microsoft Outlook 98, 2000, XP, 2003
- Microsoft Outlook Express 5.x or later for POP/SMTP
- Qualcomm Eudora 4 or later for POP/SMTP