

## Carefree Cloud Terms and Conditions

Sprint's Carefree Cloud Service ("Carefree Cloud") offers several levels of white-glove support, including assistance with migration, deployment, and onboarding for the software services available through Sprint's Productivity Marketplace. The following terms apply to your use of and access to Carefree Cloud ("**Carefree Cloud Terms**"). In addition to these Carefree Cloud Terms, your use of and access to Carefree Cloud support is governed by the Software as a Service "SaaS" Terms of Service, which are available at <https://business.sprint.com/terms-and-conditions>, as well as any other written services and transaction materials that Sprint provides or refers you to during the sales transaction (collectively, "**Agreement**"). For the purposes of this Agreement, "You" means you or the entity that you represent. For purposes of interpreting these Carefree Cloud Terms, Carefree Cloud is included in the definition of "Service(s)" in the SaaS Terms. Capitalized terms used and not defined in these Carefree Cloud Terms are used as defined in the SaaS Terms of Service.

- 1. Mandatory Arbitration.** As detailed in the SaaS Terms of Service, we each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between You or Your End Users (as defined below), and Sprint must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.
- 2. Charges.** Except as specified in Your order and confirmation emails, Sprint reserves the right to start charging for any Carefree Cloud Service at any time, and to change the status of any Carefree Cloud Service from unpaid to paid at any time. If you have questions about whether Sprint charges for a specific Carefree Cloud Service, please contact your Sprint representative or Carefree Cloud Support at 1-855-234-1825.
- 3. Early Termination Fee.** If You cancel Your Carefree Cloud subscription before it expires, you may be liable for an early termination fee. An early termination fee will apply to Carefree Cloud Standard Paid Over Time. If You are subject to an early termination fee, the fee amount will be the total remaining charges outstanding through the end of Your subscription.
- 4. Description of Service.** Carefree Cloud supports only SaaS Services purchased from Sprint, and does not include support for any other software, including other software from Sprint. With any SaaS software purchase from Sprint, You will automatically receive Administrator call support, available Monday through Friday, from 7:00am through 7:00pm Central Standard Time. Depending on Your specific subscription to Carefree Cloud, You will receive white glove support for deployment (i.e., setup and configuration) of your SaaS software, and/or Administrator support. Your "Administrator" is the person who can purchase the services, assign seats, establish, activate and distribute login IDs and passwords, act as the primary contact between Sprint and the company, as well as additional account management activities related to SaaS. The "End User" is the direct beneficiary of Your Services, who uses products and services ordered by the Administrator. Carefree Cloud provides help desk to help desk support for You or Your Administrator. End User support will not be provided by Sprint.
- 5. Availability of Service.** For Administrator support under Your Carefree Cloud plan, please call 1-855-234-1825, to reach a specialist Monday through Friday, from 7:00am through 7:00pm Central Standard Time.
- 6. Remote Access.** If You seek assistance through Carefree Cloud, Sprint or its agents may need remote access to Your computer to provide Carefree Cloud support. Once you grant remote access, the Carefree Cloud agent will be able to (1) control, view, or access Your device, (2) view Your system information, (3) install, transfer, delete, overwrite or copy software, files and folders, (4) reboot Your system, (5) run scripts, and (6) invite a technician for collaboration, all for the limited purpose of activating, supporting, maintaining, upgrading, or repairing the Services. You may revoke remote access at any time by clicking on the red X on the toolbar or pressing pause/break on the keyboard. You can permanently end the remote access session by closing the application. You may authorize account administrators to make changes to Your Services, which will include the authority to make upgrades and additional purchases. You are responsible for any changes to Your Services made by a person You authorize, and those changes will be treated as modifications to this Agreement.
- 7. Your Responsibility to Back-Up Data.** Sprint does not warrant Your or Your End Users' data created either before or after Your use of Carefree Cloud deployment or call support services. Sprint shall not be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, information, files, videos, or any other form of media. You agree that prior to using Carefree Cloud it is Your responsibility to ensure any data, software, information or other files stored on Your or Your End Users' computer disk drives, peripherals, and/or on any other electronic storage device is properly backed up.