

## ELECTRONIC INVOICE REPORTING AND ANALYTICS PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement (“Agreement”), govern Sprint’s provision and Customer’s use of all Sprint invoice reporting and analytics Products (“Products”).

1. **General.** The Products provide monthly invoice information, reporting and/or analytics to Customer in various formats (all such information transmitted via the Products are collectively referred to as “Documents”). Certain Products are subject to volume limitations. More information is available by contacting Customer’s Sprint Account Representative.
2. **Customer Responsibilities.** Customer will provide Sprint with all requested technical information required before the Products can be delivered and one contact name for customer support and other administrative issues. In addition, Customer will, at its own expense, comply with Sprint’s installation and maintenance specifications for the Products.
3. **Product Limitations.** With the exception of Electronic Data Interchange (“EDI”), the Products do not constitute legal invoices or electronic bills of lading. Products are provided for analytics, reporting and informational purposes only. Customer will continue to receive a separate legal invoice from Sprint.
4. **Third Party Service Providers.** Customer may choose to have Documents sent to a third party service provider acting on Customer’s behalf (“Provider”). Customer will arrange and pay for transmission of Documents between Customer and the Provider. Customer may modify its use of a Provider upon 30 days’ prior notice to Sprint. After Sprint has successfully transmitted Documents to the Provider, Sprint will not be liable for any modifications, manipulation or further transmission of the Documents by Customer or the Provider. Customer will be liable for the acts or omissions of the Provider while the Provider acts on Customer’s behalf.
5. **Transmissions.** Each party, at its own expense, will provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.
  - 5.1 **Security Procedures.** Each party will use those security procedures, which are reasonably sufficient to ensure that all transmissions or Documents are authorized and to protect its business records and data from improper access.
  - 5.2 **Proper Receipt.** Sprint will transmit all Documents to the location Customer designates at the time Customer orders the Product (“Delivery Location”). Documents will be deemed to have been properly received once the Documents have been transmitted to the Delivery Location.
  - 5.3 **Garbled Transmissions.** If Customer receives an unintelligible Document from Sprint, Customer will promptly notify Sprint. Upon notice from Customer of an unintelligible transmission, Sprint will attempt to retransmit the Documents to Customer. If the Document remains unintelligible after this second attempt, the parties will use commercially reasonable efforts to resolve the situation. If Customer does not notify Sprint of an unintelligible Document, Sprint’s records of the contents of the Document will control.
6. **Validity; Enforceability.** All invoices properly transmitted via EDI will be considered to be a “writing” or “in writing”; and will be deemed for all purposes to constitute an “original.” Customer agrees not to contest the validity or enforceability of invoices transmitted via EDI under the provisions of any applicable law relating to whether invoices are to be in writing.