

Sprint MultiLine Services Product Annex

The following terms and conditions in this Sprint MultiLine Services Product Annex (“**MultiLine Annex**”), together with the applicable Sprint service agreement (“**Agreement**”), govern Sprint’s provision and Customer’s use of Sprint MultiLine. Capitalized terms not otherwise defined in this MultiLine Annex will have the meanings set forth in the Agreement.

1. **SPRINT MULTILINE.** Sprint MultiLine is a business grade voice and Data Messaging service that deploys an additional U.S. domestic phone number on a Customer’s Individual Device Holder’s (as defined below) Smartphone device.

2. SPRINT MULTILINE FEATURES AND OPTIONS.

2.1. Sprint MultiLine Feature.

A. Sprint MultiLine deploys an additional phone number on a wireless Smartphone via the Sprint MultiLine application (the “**MultiLine App**”). The Sprint MultiLine Service requires each end user of Customer that Customer authorizes to use the Sprint MultiLine Service (each an “**Individual Device Holder**”) to (i) have a Sprint approved Smartphone, (ii) maintain a usage plan with any wireless telecommunications carrier, and (iii) download the MultiLine App. Individual Device Holders use their personal mobile device wireless telecommunications carrier network and service plan to facilitate voice calls and Data Messages through the Sprint MultiLine Service and the Individual Device Holder may incur roaming, usage, and overage charges under their personal service plan. “**Data Message(s)**” includes SMS and MMS messages using select file formats, and group texts of up to 10 PTNs. Sprint MultiLine is designed to be used primarily for domestic usage within the United States but U.S. International outbound dialing is available for an additional fee. Sprint will charge Customer list pricing on a per minute basis for International outbound dialing unless Customer purchases an International Outbound Calling plan with Sprint. Customer may use a new phone number or port an existing phone number for use with Sprint MultiLine.

2.2. Additional Sprint MultiLine Features.

A. **Sprint MultiLine Mobile Recording.** Customer may purchase Sprint MultiLine Mobile Recording which provides the ability to record voice calls and/or Data Messages (as applicable depending on the plan) on individual Sprint MultiLine user phone numbers. Voice Recordings will be stored for fourteen days and Data Messages will be stored for 90 days, in each case, on the Sprint MultiLine cloud platform. Customer will be given the ability to download recordings to a Customer site archive location, provided however that Sprint will have no liability for a failure related to the recording (or failure to record) or storage (or failure to store) of voice recordings or Data Messages. Customer will be fully responsible for complying with all laws related to recording voice calls or Data Messages.

B. **Sprint MultiLine Data Message Redaction.** Sprint MultiLine Data Message Redaction is a feature that will (i) redact certain sensitive content within a message (either incoming or outgoing) and (ii) block Data Messages in their entirety when such Data Messages contain certain prohibited language. Pictures included in a Data Message will not be evaluated to determine prohibited content and therefore will not be used to block a message. Due to the nature of this service some redactions and/or message blocks may be incorrectly captured or not captured at all and content or Data Messages may not be blocked in all cases.

C. **Sprint MultiLine Data Message Opt-in.** Sprint MultiLine Data Message Opt-In is a feature that seeks to allow Customer to obtain consent of an intended Data Message recipient for further Data Message communications before Customer’s subsequent Data Message is delivered to such intended recipient. Sprint MultiLine Data Message Opt-In is not supported for group texts. Sprint’s provision of this feature does not in any way ensure Customer’s compliance with any law or regulation. Sprint does not guaranty that a Data Message Opt-in message will be sent in every instance. Customer is responsible for ensuring that Customer has any necessary consent to send the initial message containing a Data Message Opt-In and for verifying that the intended recipient has approved receipt of further Data Messages before relying on such Data Message Opt-in.

D. **Sprint MultiLine Salesforce Connector.** The Sprint MultiLine Salesforce Connector is an add-on feature that is designed to allow a user of Salesforce to use Sprint MultiLine as a method of communication for voice and SMS within Salesforce. In order for Customer to purchase the Sprint MultiLine Salesforce Connector add-on feature, the Individual Device Holder to which this add-on feature will be assigned, must have an active Sprint Multiline subscription. Although each Individual Device Holder must have a unique Sprint MultiLine PTN, the Individual Device Holder is not obligated to have the MultiLine App installed on a mobile device. Sprint Multiline Mobile Recording, Sprint MultiLine Data Message Redaction (SMS only), Sprint Multiline Data Message Opt-in (SMS only) and Sprint MultiLine international calling plans, in each case if applied to the Individual Device Holder’s Sprint Multiline line of service, will be supported in the Salesforce environment.

3. CHARGES, FEES, CREDITS.

3.1. **Monthly Recurring Charges.** Sprint will bill Customer for MultiLine Services based on the MRC for the selected Sprint MultiLine Plans. Unless otherwise noted in the terms of the applicable Sprint MultiLine Plan, pricing for Sprint MultiLine reflects net pricing and no further promotions, special offers or other discounts will apply.

3.2. Domestic Usage Charges.

A. **Voice Usage Charges.** Sprint will not charge voice usage charges when calling to a U.S. domestic based number.

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B. Text Usage Charges. Sprint will not charge text usage charges for text usage when texting to a U.S. domestic based number.

3.3. Long Distance Usage Charges. Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers.

3.4. Individual Device Holder Charges. Individual Device Holders may incur roaming charges (including international roaming charges) on the Individual Device Holders personal wireless plan when using Sprint MultiLine outside of the in-network boundaries of such Individual Device Holder's personal wireless plan with their wireless telecommunications carrier. Individual Device Holders may incur usage overage charges on the Individual Device Holder's personal wireless plan when using Sprint MultiLine. Customer will notify all Individual Device Holders of this possibility and Sprint will have no liability for any roaming charges, data usage or other overages incurred by the Individual Device Holder. Through the MultiLine App, Individual Device Holders may select the MultiLine Service to use their cellular voice network and use their allotted voice minutes under their personal wireless plan with their wireless telecommunications carrier, data minutes under their personal wireless plan with their wireless telecommunications carrier, or Wi-Fi only. Individual Device Holders can avoid additional roaming and usage charges by selecting Wi-Fi only.

3.5. Additional Charges and Fees. Sprint Multiline is a line of service and as such is subject to all taxes, fees, terms and conditions that commonly apply to a line of service.

4. SPRINT OBLIGATIONS.

4.1. Sprint will provide Customer with access to an administration portal of the Sprint MultiLine Service (a "**Portal Access**").

5. CUSTOMER OBLIGATIONS.

5.1. Customer will establish user identifications and passwords ("**User ID**") for each Individual Device Holder to access the Sprint MultiLine Service as users under Customer's Portal Access. Each User ID will be issued to a specific Individual Device Holder, will be personal in nature to that Individual Device Holder, and may be used only by that Individual Device Holder.

5.2. Customer will designate an administrator of Customer's Portal Access (the "**Admin**") who will have authority to manage Customer's Portal Access. Customer may change the Admin from time to time or add additional Admins via Customer's Portal Access.

5.3. Customer will ensure that all information about each Individual Device Holder provided to Sprint in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the Term of this Agreement.

5.4. Customer is solely responsible for all use of the Sprint MultiLine Service by each Individual Device Holder and for compliance by each Individual Device Holder with the applicable terms and conditions of this Agreement.

5.5. Customer will ensure the security and confidentiality of each User ID and prevent unauthorized access to or use of the Sprint MultiLine Services through any User ID.

5.6. Customer will notify Sprint promptly of any such unauthorized access to or use of the Sprint MultiLine Services or if any User ID is lost, stolen, or otherwise compromised.

5.7. Customer acknowledges that Customer is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Sprint MultiLine Services through Customer's Portal Access or by any Individual Device Holder (whether lawful or unlawful).

5.8. Customer is fully responsible for notifying Individual Device Holders that voice calls and Data Messages may be recorded and for obtaining consent from Individual Device Holders with respect to any call and/or Data Message recordings.

5.9. Customer will also notify Individual Device Holders that Customer will have the ability to view call details, including communications origination, destination and duration when such communication is made via the Sprint MultiLine Service.

5.10. Customer will provide Tier 1 level support for all service issues impacting Individual Device Holders. Customer will provide the necessary troubleshooting prior to contacting Sprint. Individual Device Holders will not contact Sprint directly for help with Sprint MultiLine questions or functionality. Customer Tier 1 support will call Sprint and provide Sprint with the following information:

A. Customer MultiLine (ML) PTN (MDN) - 10-digit

B. Customer Primary PTN (MDN) – 10-digit

C. Customer Primary Carrier (i.e. – Sprint/T-Mobile/Verizon/etc.)

D. Device Type - Android or iPhone (iOS), Version of Application

E. MultiLine Services impacted - Voice, Text, Voicemail, Activation, Data Message, Caller ID, Ringtone, etc.

F. MultiLine Features impacted

G. Date/Time issue occurred

H. Customer connection types

- I. Data (Wi-Fi or Cellular)
- J. Voice (Data or Minutes)
- K. Calling/Called party MDN (PTN)
- L. Location of user at the time the issue occurred

6. Limited License to Use. Sprint hereby grants to Customer a personal, limited, non-exclusive, non-transferable right to install, execute, copy, access and use the MultiLine App which may be downloaded from the Apple App Store or the Google Play Store (as applicable) onto Customer's Individual Device Holder's Smartphone solely for use with the Sprint MultiLine Service. Customer may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of any Sprint software without the prior written permission of Sprint. 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. Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement. Subject to the terms and conditions in the licensing requirements subsection of the Agreement, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of the Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Sprint-provided software to Sprint.

7. LIMITATION OF LIABILITY and INDEMNITY.

7.1. Customer will indemnify and defend Sprint, Sprint's directors, officers, employees, agents, and their successors and assigns (separately and collectively, the "**Sprint Indemnitee**"), from and against all claims or complaints for damages, losses, liabilities or expenses (including any penalty, interest, and reasonable attorneys' fees), relating to or arising out of Customer's use of the MultiLine Services on an Individual Device Holder's Smartphone, including without limitation, claims related to or arising out of the following:

- A. Roaming, data usage, and other usage charges or overages incurred by an Individual Device Holder on such Individual Device Holder's personal account;
- B. Customer's breach of its obligations in section 5; and
- C. the recording or failure to record of any communications using the Sprint MultiLine Service and Sprint's storage (or failure to store) of any such voice or Data Message communications.

8. EMERGENCY SERVICES.

8.1. 9-1-1 Calling. When Sprint MultiLine on a Smartphone device is in "minutes mode" and a call to 9-1-1 is placed, Sprint MultiLine is designed to default to the native phone dialer on the Smartphone device and attach to the strongest signal available from an available compatible wireless network. Wireless carriers are required under federal regulation to carry all calls to 9-1-1 received on their wireless network. Before using Sprint MultiLine on a Smartphone device in "data mode" the Individual Device Holder must register their location to route a 9-1-1 call to the appropriate public safety answering point for that location. The registered location may also be provided to a public safety answering point to assist in locating the Smartphone device calling 9-1-1. Customer acknowledges that if an Individual Device Holder's Smartphone device does not have wireless network connectivity or the MultiLine App is not set to use cellular telephone service, the Individual Device Holder may not be able to call 9-1-1 using the Sprint MultiLine Service. An Individual Device Holder's mobile device may be able to complete a 9-1-1 call when connected to an available Wi-Fi network even when cellular telephone service is not. 9-1-1 calling using the Sprint MultiLine Service is subject to the 9-1-1 or Other Emergency Calls section of the Wireless Services Product Annex located at https://business.sprint.com/wp-content/uploads/sites/2/2018/03/wireless_services_product_annex.pdf.

9. SERVICE LIMITATIONS.

9.1. Telephone Numbers and Portability. Customer may request to port a telephone number to and from Sprint for the Sprint MultiLine service. Sprint may, with reasonable prior notice and for commercial reasons such as fraud prevention, regulatory requirements and area code changes, change the telephone number assigned to the Sprint MultiLine Service. Customer does not have any right of possession or title to any telephone number, identification number, e-mail address or other identifier Sprint may assign to Customer's Sprint MultiLine Service. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide certain information about Customer's account with the other carrier, and purchase or lease wireless Products from Sprint. Once the port is completed, Customer's old device will no longer work. However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful. If a transfer to Sprint is not successful, Customer may cancel Sprint MultiLine Service.

9.2. Call Limitations. Sprint will not complete calls using the Sprint MultiLine Service to 900, 976 and similar numbers for pay-per-call services.

9.3. Wi-Fi Limitations. Customer and its Individual Device Holders are not permitted to use the Sprint MultiLine Service in countries where Wi-Fi calling is restricted or prohibited by law.

9.4. International Usage. If Customer issues a Sprint MultiLine phone number to an Individual Device Holder that lives outside of the United States or that has a non-US based underlying device and carrier, then such MultiLine Service may only be used while such Individual Device Holder is present in the United States, and Customer will deactivate the MultiLine phone number when the Individual Device Holder departs the United States.

10. Disclaimer. The Mobile Recording feature of Sprint MultiLine allows Customer to record individual telephone conversations and Data Message communications. The laws regarding the notice, notification, and consent requirements for recording communications vary from state to state. In some states, Customer is required to obtain consent from all parties to a recorded communication. Customer is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Sprint expressly disclaims all liability with respect to Customer's recording of telephone conversations and/or Data Message communications. Customer hereby agrees to fully, finally, and forever release, discharge, and hold harmless, Sprint from and against any damages or liabilities of any kind related to the recording of any communications using the Sprint MultiLine Service (or the failure to record) and Sprint's storage (or failure to store) of any such Voice or Data Message communications. Sprint is not liable for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while, in the course of providing Services under this Agreement, such data, programs or other information is within the control of Sprint or Sprint's subcontractors.

11. Definitions.

11.1. "Smartphone" for purposes of this MultiLine Product Annex, means an IOS or Android wireless phone, with an advanced operating system, that offers more advanced computing ability and connectivity than a traditional feature phone. Sprint Multiline is supported on the current version of IOS and Android operating systems and at least the two previous versions. Please see your account representative for additional information regarding operating system compatibility.