

## SPRINT SOFTWARE AS A SERVICE TERMS OF SERVICE

The terms below apply to Your access to and use of Sprint's Software as a Service (SaaS) Software Services. The SaaS Terms of Service and Acceptable Use Policy apply to all Software Services. If You have questions related to these terms, please call Customer Care at 800-927-2199.

### Sprint Software as a Service (SaaS) Terms of Service

The following terms apply to Your use of and access to Sprint's Software Services ("**SaaS Terms of Service**"). In addition to the SaaS Terms of Service, Your use of and access to Sprint's Software Services is governed by any Product Specific Terms, as well as any other written services and transaction materials that we provide or refer You to during the sales transaction (collectively, "**Agreement**"). For the purposes of this Agreement, "**You**" means You or the entity that You represent, including Your "End User(s)," which means the users who access Your Services.

For purposes of interpreting these SaaS Terms of Service, the software and application resources and services that You purchase from or through Sprint, which may include wireless connectivity and software that provides productivity, messaging, collaboration, customer management, security, archiving, and other online-enabled functions (collectively, the "Software Service" or "Service(s)"). These Services are licensed on a subscription basis and accessed or managed by a computer or other device across a network or internet connection and which are generally stored on servers or otherwise at a remote location that are not expressly identifiable to the user. "Service(s)" also includes any applications, programs, products, or software on Your account with us, as well as any other product or service that we offer or provide to You that references these SaaS Terms.

Sprint may modify the Software Services, the SaaS Terms of Service, the Product Specific Terms, and the Online User Manual at any time in its sole discretion. Your continued use of the Software Services following any change will constitute Your acceptance of and agreement to be bound by the modified Agreement. If You do not agree with the modifications, Your sole and exclusive remedy is to stop using the Software Services, provided however that You will remain subject to any subscription period to which You have agreed.

By accepting this Agreement, the person accepting this Agreement represents and warrants that he or she is lawfully able to enter into contracts and, if entering into this Agreement on behalf of an entity, that he or she has the legal authority to bind such entity to the terms and conditions of this Agreement. By accepting this Agreement, You agree that You are bound by the terms and conditions of this Agreement.

- 1. Mandatory Arbitration.** As detailed in Section 6 below, 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 and Sprint must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.
- 2. Automatic Renewal.** Your Software Services will automatically renew for subsequent periods the same length as the initial term (i.e., an annual contract will automatically renew for another 12-month term) unless You provide us notice of termination. For annual subscriptions, You must notify Sprint if Your choice to not renew Your subscription or cancel at least thirty (30) days prior to expiration of the then-current term. For monthly subscriptions, You must notify Sprint of Your choice to not renew Your subscription or cancel at least five (5) days prior to the expiration of the then-current term.
- 3. Acceptable Use Policy.** By using Sprint's Software Services, You agree that Your use will be subject to Sprint's Acceptable Use Policy (AUP), which can be found on [sprint.com/legal](http://sprint.com/legal).
- 4. Our Policies.** Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies when You use our Services. Our Policies are subject to change at any time with or without notice.
- 5. Our Right to Change the Agreement and Your Related Rights.** We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, promotions, packages, Services offered, technologies used to provide services, or Your terms of Service. We will provide You notice of material changes, and we may, but are not required to, provide You notice of non-material changes. Your remedy if You do not agree to the changes we have made to the Agreement is to discontinue use of the Services.
- 6. ARBITRATION AND DISPUTE RESOLUTION. PLEASE READ THIS CAREFULLY; IT AFFECTS YOUR RIGHTS.** In those rare instances where Your concern is not resolved to Your satisfaction through calls to our customer care, You and Sprint each agree to try to resolve those disputes in good faith after You provide written notice of the dispute as set forth below. If the dispute is not resolved, You and Sprint agree that the dispute will be resolved through individual binding arbitration or small claims court, instead of courts of general jurisdiction.

- 6.1 Mandatory Arbitration and Waiver of Class Action.** Instead of suing in court, You and Sprint agree to arbitrate all Disputes (as defined below) on an individual, non-representative, basis. You agree that, by entering into this Agreement, You and Sprint are waiving the right to a trial by jury or to participate in a class action or representative action. This agreement to arbitrate is intended to be broadly interpreted.
- 6.2** In arbitration, there is no judge or jury. Instead Disputes are decided by a neutral third-party arbitrator in a more informal process than in court. In arbitration, there is limited discovery and the arbitrator's decision is subject to limited review by courts. However, just as a court would, the arbitrator must honor the terms of the Agreement and can award damages and relief, including any attorneys' fees authorized by law.
- 6.3** "Disputes" shall include, but are not limited to, any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if the claim arises after Services have terminated. Disputes also include, but are not limited to, claims that: (a) You or an authorized or unauthorized user of the Services or Devices bring against our employees, agents, affiliates, or other representatives; (b) You bring against a third party, such as a retailer or equipment manufacturer, that are based on, relate to, or arise out of in any way our Services or the Agreement; or (c) that Sprint brings against You. Disputes also include, but are not limited to, (i) claims in any way related to or arising out of any aspect of the relationship between You and Sprint, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (ii) claims that arose before this Agreement or out of a prior Agreement with Sprint; (iii) claims that are subject to on-going litigation where You are not a party or class member; and/or (iv) claims that arise after the termination of this Agreement.
- 6.4 Dispute Notice and Dispute Resolution Period.** Before initiating an arbitration or a small claims matter, You and Sprint each agree to first provide to the other a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute to Sprint should be sent to: General Counsel; Arbitration Office; 12502 Sunrise Valley Drive, Mailstop VARESA0202-2C682; Reston, Virginia 20191. Sprint will provide a Notice of Dispute to You in accordance with the "Providing Notice To Each Other Under The Agreement" section of this Agreement. Sprint will assign a representative to work with You and try to resolve Your Dispute to Your satisfaction. You and Sprint agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, You or Sprint may commence an arbitration proceeding or small claims action.
- 6.5 Arbitration Terms, Process, Rules and Procedures.**
- 6.5.1** Unless You and Sprint agree otherwise, the arbitration will be conducted by a single, neutral arbitrator and will take place in the county of the last billing address of the Service. The arbitration will be governed by either: (a) rules that we mutually agree upon; or (b) the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"), as modified by this agreement to arbitrate, including the rules about the filing, administration, discovery and arbitrator fees. The JAMS rules are available on its website at [jamsadr.com](http://jamsadr.com). Notwithstanding any JAMS Rule to the contrary or any other provision in arbitration rules chosen, by agreement, to govern the arbitration, we each agree that all issues regarding the Dispute are delegated to the arbitrator to decide, except that only a court (and not the arbitrator) shall decide any disagreements regarding the scope and enforceability of this agreement to arbitrate.
- 6.5.2** The Federal Arbitration Act ("FAA") applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a Dispute is subject to arbitration. To the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply. However, nothing in this paragraph will require or allow You or Sprint to arbitrate on a class-wide, representative or consolidated basis.
- 6.5.3** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND SPRINT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and Sprint expressly agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If any portion of this provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

- 6.5.4** We each are responsible for our respective costs, including our respective counsel, experts, and witnesses. Sprint will pay for any filing or case management fees associated with the arbitration and the professional fees for the arbitrator's services.
- 6.5.5** An arbitrator's award will be a written statement of the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions which form the basis of the award. The arbitrator's decision and award is final and binding, with some limited court review under the FAA, and judgment on the award may be entered in any court with jurisdiction.
- 6.5.6** As an alternative to arbitration, we may resolve Disputes in small claims court in the county of Your most recent billing address. In addition, this arbitration agreement does not prevent You from bringing Your Dispute to the attention of any federal, state, or local government agency. Such agencies can, if the law allows, seek relief against Sprint on Your behalf.
- 7. Consent to Electronic and Email Communications.** You agree to electronic invoice delivery via email, confirm Your ability to access Your invoice online, and understand that You can change electronic delivery at any time. You also agree that You will promptly provide Sprint with an updated email address if Your email address changes. Sprint reserves the right to use the email address that You provide to communicate with You about the Software Services and to share the email address with Third Party Providers so that they may also communicate with You via email. Sprint and the Third Party Providers may also use Your email to tell You about Sprint or Third Party Provider products and services unless You have asked not to receive marketing emails from Sprint or the Third Party Providers. Further, You understand and agree that the email address that You provide constitutes Your Data and is subject to the provisions of this Agreement relating to Your Data, including Sections 13 through 17.
- 8. Electronic Signature and Disclosure Consent Notice.** You agree to the use of electronic documents and records in connection with Your registration for Software Services and all future documents and records in connection with Software Services—including without limitation this electronic signature and disclosure notice—and that this use satisfies any requirement that we provide You these documents and their content in writing. If You do not agree, do not accept this Agreement. You have the right to receive a paper copy of all documents and records. You may (i) obtain a paper copy of any document or record (free of charge), (ii) withdraw Your consent to the use of electronic documents and records, or (iii) update Your contact information by calling Customer Care at 855-234-1825 or updating Your information at [sprint.com](http://sprint.com). To receive or access electronic documents and records, You must have the following equipment and software: (a) a device that is capable of accessing the Internet; (b) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption, such as Microsoft Internet Explorer® 7 and higher, Firefox 3 and higher, Chrome 3.0 and higher; and (c) software that permits You to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader 8.0 or higher. To retain documents and records, Your device must have the ability to download and store PDF files. Your access to this page verifies that Your system and device meets the above receipt, access, and retention requirements. You accept the terms and conditions of Your order by signing the Agreement or, for online orders, by checking the Accept and Continue button next to the phrase "I've read and agree to the terms and conditions of my order."
- 9. Product Specific Terms.** Each Software Service may be subject to Product Specific Terms, which will be made available when You purchase, access, or use a specific Software Service. You are subject to and responsible for compliance with all Product Specific Terms for the respective Software Services that You purchase, access, or use.
- 10. Third Party Content and Services.** Third Party Content and Services may be made available to You by parties other than Sprint through the Software Services. Sprint does not make any representations or warranties regarding any Third Party Content and Services. Your use of Third Party Content and Services is at Your sole risk.
- 11. Online User Manual.** Sprint may provide instructions for using the Software Services in Sprint's Online User Manuals, which are accessible at [sprint.com/business/support](http://sprint.com/business/support). Please refer to the Online User Manuals for details regarding the use and administration of Your Software Services as well as any support that You may receive.
- 12. Upgrades and Maintenance.** Sprint will perform standard upgrades and maintenance of the Services, which may occur without any prior notice. Sprint will use commercially reasonable efforts to provide maintenance and upgrades during off-peak hours.
- 13. Your Data.** You are solely responsible for Your Data, including: (a) compliance with all applicable laws, the AUP, this Agreement, and any policies and procedures of Sprint or any Third Party Provider; (b) any claims relating to Your Data; (c) any claims that Your Data infringes, misappropriates, or otherwise violates the rights of any other person or entity; and (d) backing up Your Data. You agree that Sprint needs access to and use of certain information about You and Your access to and use of the Software Services to provide and improve the Software Services as further described in section 16. Therefore, any restrictions on use and disclosure of information by Sprint set forth anywhere, except for in this Agreement, do not apply to such data accessed or used by Sprint.

- 14. Use of Data.** On an on-going basis, You authorize and consent to Sprint and its Third Party Providers and each of their third parties (“**Data Users**”) collecting and using Your Data and information about Your access and use of the Software Services (including without limitation times and methods of access, services utilized, types of information stored, names, addresses, telephone numbers, account numbers, internet protocol addresses, etc.) in order to provide and improve the Software Services or to comply with applicable law or any court order or request of any governmental or regulatory authority. In addition, You authorize Sprint to aggregate such data together in an anonymous form for use by Sprint or for sharing with third parties for any legal purpose in Sprint’s discretion and without compensation to You.
- 15. Third Party Providers’ Privacy Policies.** Third Party Providers may access, collect, use, or disclose Your personal information or require Sprint to disclose Your information—to the Third Party Provider or some other third party. If You access, use, or authorize Third Party Content and Services, You agree and authorize Sprint to provide information related to Your use of the Software Services which may result in the disclosure to third parties of Your email address and other information. As a result, You may receive advertising, warnings and other messages, including broadcast messages. You understand that Your use of Third Party Content and Services is subject to the Third Party Provider’s terms and policies, including its privacy policy.
- 16. Security and Unauthorized Access.** Sprint will implement reasonable measures designed to help You secure Your Data against unauthorized access or disclosure. However, You are responsible for properly configuring and using the Software Services and taking Your own steps to maintain appropriate security and backup of Your Data. Any IDs and passwords are for only Your own use. You are solely responsible for the loss of Your Data, including without limitation all losses resulting from third party attacks. Third party attacks include, without limitation, hacks, intrusions, distributed denial-of-service attacks, or any other third party actions intended to cause harm to or disrupt the Software Services. You hereby release Sprint and its Third Party Providers from any and all liability arising from the loss of Your Data. Sprint and its Third Party Providers are not responsible to You or any other person or entity for any unauthorized access to or use of Your Data or the Software Services unless the access or use results from Sprint’s failure to meet its obligations set forth in this section.
- 17. Your Privacy.** Our Privacy Policy is available on our website. To review the policy, visit [sprint.com/legal/privacy.html](http://sprint.com/legal/privacy.html). This policy may change from time to time, so review it with regularity and care.
- 17.1 CPNI.** If we provide telecommunications Services to You (the account holder), we develop information about the quantity, technical configuration, type, location, and destination of the Services You use, as well as some other information found on Your bill (“CPNI”). Under federal law, You have the right and we have a duty to protect the confidentiality of Your CPNI. For example, we implement safeguards that are designed to protect Your CPNI, including authentication procedures when You contact us. For some accounts with a dedicated Sprint representative, we may rely on contacting Your pre-established point of contact as the standard authentication measure.
- 17.2** You agree that we may contact You for Service-related reasons through the contact information that You provide, through the Services to which You subscribe, or through other available means, including text message, email, fax, recorded message, mobile, residential or business phone, or mail.
- 18. Remote Access.** If You contact Sprint for technical assistance, Sprint or its agents may need remote access to Your computer. If You specifically consent at the time of access, You grant Sprint, the Third Party Providers, and each of their agents permission to view, access, install software on, and control Your computer, smart phone, or other device for the limited purpose of activating, supporting, maintaining, upgrading, and repairing the Software Services. 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.
- 19. Prohibited Uses.** Sprint, on behalf of itself and its Third Party Providers, reserves the right, without notice or limitation, to limit or restrict Your use of the Software Services or to deny, terminate, end, modify, disconnect, or suspend Software Services to You if Sprint or any of its Third Party Providers, in their sole discretion, determines action is necessary to protect other parties or Sprint’s or any of its Third Party Providers’ systems, networks, or business from harm or degradation. Without limiting the foregoing, You will not use the Software Services or permit any other person to use the Software Services: (a) in violation of the AUP; (b) in a manner that would cause Sprint, any Third Party Provider or any of Sprint’s or any such Third Party Providers’ vendors or service providers to violate any applicable law, including any laws applicable to the import or export of products, services, computer software, or data; (c) in connection with any activity where the failure or fault of the Software Services could lead to death or injury of any person or damage to any physical property of any person; or (d) in connection with the development, design, manufacture, production, stockpiling or use of nuclear, chemical or biological weapons, weapons of mass destruction, illegal gambling, terrorism, narcotics, or arms trafficking.
- 20. Credit Checks & Credit Information.** We agree to provide You Services on the condition that You have and maintain satisfactory credit according to our standards and policies. You agree to provide information that we may

request or complete any applications that we may provide You to facilitate our review. We rely on the credit information You furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide You Services. The Services we offer You can vary based on Your credit history. We may at any time, based on Your credit history, withdraw or change Services or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide Your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

- 21. Fees; Payment.** Sprint may change the price for any Software Service at any time. Sprint will provide You with regular monthly invoices of the charges incurred by You and billing data or other billing records. If payment is not received in full by the due date on Your bill, late fees may be assessed, in amounts up to the maximum amount permitted by law in the state of Your billing address. In the event of non-payment, Sprint reserves the right to suspend Your Services. Sprint may also charge You any costs Sprint pays to a collection agency to collect unpaid balances from You. Sprint's monthly charges for the Software Services exclude taxes, Sprint Surcharges, and state and local fees, if applicable.
- 22. Your Bill.** Your bill provides You notice of Your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance), fees, taxes, Surcharges, product and equipment charges, subscription charges, and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month. Bill cycles and dates may change from time to time. Your bill may also include other important notices (for example, changes to Your Agreement, to Your Service, legal notices, etc.). Paper bills may not include itemized billing detail. More specific billing information is available online. Paper bills may be subject to an additional charge. Unless prohibited by law, other charges (for example, data Services or taxes and surcharges) will not include itemized detail but will be listed as total charges for a category. If You choose Internet billing, You will not receive paper bills.
- 23. Taxes & Government Fees.** You agree to pay all federal, state, and local taxes, fees, and other assessments that we're required by law to collect and remit to the government on the Services that we provide to You. These charges may change from time to time without advance notice. If You're claiming any tax exemption, You must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.
- 24. Surcharges.** You agree to pay all Sprint surcharges ("Surcharges"), which may include, but are not limited to: Regulatory and Administrative charges; gross receipts charges, and other charges. Surcharges are not taxes, and we are not required by law to assess them. They are part of our rates we choose at our discretion, to collect from you, to recover certain costs and are kept by us. The number and type of Surcharges will be provided on your invoice, may vary depending upon the location of Your billing address, and can change over time. We determine the amount for these charges, and these amounts are subject to change as are the components used to calculate these amounts. We will provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice To Each Other Under The Agreement" section). However, because some Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available on our website.
- 25. Offers.** Sprint can cancel offers early or extend offers without notice. Not all offers are available in all markets or locations.
- 26. Terms Related to Wireless Connectivity.** If the Service includes Sprint provided wireless connectivity as a component, You will also be subject to the Wireless Connectivity Terms and Conditions attached to this Agreement as Attachment A. For the avoidance of doubt, the Wireless Connectivity Terms and Conditions will not apply to Your purchase or use of wireless connectivity that is separate from the Software Service contemplated by this Agreement.
- 27. Subscription Charges.** Subscription charges are not refunded or prorated if Your Software Service is terminated or modified before Your subscription period ends. Your subscription period begins on the date Your order is provisioned and You will be automatically charged on Your invoice until You cancel or notify Sprint of Your choice to not renew Your subscription. If Your right to use Software Services expires, or is suspended, cancelled, or terminated, You will not receive any refund for the remaining subscription period. If You cancel Your subscription for Services purchased on an annual term, but billed on a monthly basis prior to fulfilling the annual term of Your subscription, you will be required to pay the outstanding monthly payments remaining on the annual term.
- 28. Temporary Suspension.**

**28.1.** Sprint may temporarily suspend Your right to access or use any or all of the Software Services immediately if Sprint determines that:

- A. Your use of or access to the Software Services: (i) may pose a security risk to Sprint, any Third Party Provider, the Software Services, or any other person; (ii) may adversely affect Sprint, any Third Party Provider, or any of the Software Services; (iii) may subject Sprint, any Third Party Provider, or any other person to liability; or (iv) may be fraudulent or unlawful;
- B. You may be in breach of this Agreement, including if You are delinquent with respect to any payment owed to Sprint or any other person pursuant to this Agreement; or
- C. an Account Spending Limit (“ASL”) has been placed on any of Your Sprint accounts. An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) that we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. Sprint retains sole discretion to make a determination about whether Your account is subject to an ASL.

**28.2.** If Sprint suspends Your right to access or use any or all of the Software Services:

- A. You remain responsible for all fees and charges incurred prior to the date of the suspension; and
- B. You remain responsible for all fees and charges due for any Software Services to which You continue to have access or use.

**29. Term and Termination.** This Agreement will remain in effect until Sprint or You terminate it in accordance with the Agreement.

**29.1. Your Termination.** You may terminate this Agreement at any time by going to the Sprint Business Support page at <https://mysprint.sprint.com/mysprint/jsp/landingPage/support.jsp> in Your browser and selecting Productivity Marketplace Support. The support page provides instructions for how to terminate this Agreement online within the Productivity Marketplace.

**29.2. Sprint’s Termination.** Sprint may immediately terminate this Agreement at any time if You breach this Agreement or if Your service is suspended, by providing You with written notice of the termination (including notice via email or other electronic means). Sprint may terminate this Agreement at any time for any other or no reason by providing You with written notice three days prior to the termination (including notice via email or other electronic means).

**30. Effect of Termination.** Upon termination or expiration of this Agreement, (a) all Your rights under the Agreement terminate immediately; and (b) You remain responsible for all fees and charges incurred prior to the date of the termination. Unless Sprint terminates this Agreement or any Software Service for cause, during the 30 days following termination: (i) Sprint will not erase Your Data; (ii) You may retrieve Your Data from the Software Services provided that You have paid any fees or charges owed to Sprint for the Software Service provided prior to the date of termination; and (iii) Sprint will provide You with assistance in retrieving Your Data in accordance with Sprint’s then-applicable policies. You agree that Sprint has no obligation to retain Your Data and that Your Data may be irretrievably deleted after 30 days following termination.

### **31. Proprietary Rights**

**31.1.** As between You and Sprint, You own all right, title, and interest in and to Your Data except that You hereby grant Sprint and its Third Party Providers a nonexclusive license to use Your Data anywhere in the World only to the extent strictly necessary to provide the Software Services and as set forth in this Agreement.

**31.2.** You represent and warrant that: (a) You own or otherwise have the right to use, as contemplated by this Agreement and the Software Services, all right, title, or interest in and to Your Data; and (b) Your Data and Sprint’s and its Third Party Providers’ use of Your Data as contemplated in this Agreement will not infringe, misappropriate, or otherwise violate any proprietary rights of any third party or any applicable law.

**31.3.** As between You and Sprint, Sprint owns all right, title, and interest in and to the Software Services and derivatives thereto. Sprint hereby grants You a limited, personal, nonexclusive, non-transferable, nonsublicenseable license to access and use the Software Services solely in accordance with this Agreement. You may not use or access the Software Services for any purpose other than as expressly permitted by this Agreement. You will not: (i) alter, modify, tamper with, or create derivative works of any of the Software Services or any of the content or materials constituting a part thereof; (ii) reverse engineer, disassemble, or decompile any Software Services; (iii) resell or sublicense any of the Software Services. You will not assert or assist any other person in asserting any claim of patent or intellectual property infringement against Sprint with respect to any of the Software Services You have used. Nothing in this Agreement grants to You any right to use any trademark, trade name, service mark, or other designation of origin of Sprint.

- 32. Disclaimers.** UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES. WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. SPRINT PROVIDES THE SERVICES, INCLUDING ANY SOFTWARE SERVICES, ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS. YOUR USE OF AND ACCESS TO THE SOFTWARE SERVICES IS AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM YOUR USE. Sprint and its Third Party Providers do not guarantee any results or the accuracy of any results that You may obtain from the Software Services. You agree that the Software Services are subject to limitations and restrictions outside of Sprint's and its Third Party Providers' control. Sprint and its Third Party Providers do not warrant that: (i) Your use of the Software Services will meet Your requirements; (ii) the Software Services will be uninterrupted, error-free, or completely secure; or (iii) data provided through the Software Services will be accurate. You understand and acknowledge that there are risks inherent in internet connectivity that could result in the loss of Your privacy, confidential information, and property. You agree that no data transmitted over Sprint networks or the Internet is guaranteed to be secure. Sprint and its Third Party Providers do not guarantee that any data that You submit to Sprint or its Third Party Providers will be free from unauthorized intrusion.
- 33. You Agree That We Are Not Responsible For Certain Problems.** You agree that neither we nor our parent, subsidiary, or affiliate companies, nor our vendors, suppliers, or licensors are responsible for any damages, delay, interruption or other failure to perform resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, (c) Data Content or information accessed while using our Services; (d) information or communication that is blocked by a spam filter; (e) damage to any computer or equipment used in connection with the Software Services or damage to or loss of any information stored on Your computer, equipment, or Sprint storage space from Your use of the Services or (f) damage to Your computer or equipment from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (g) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism, or government orders or acts. You should implement appropriate safeguards to secure Your computer, or equipment and to backup Your information stored on each.
- 34. Limitation of Liability.** TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. SPRINT WILL NOT BE LIABLE FOR LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE SERVICES.
- 35. Conflict.** In the event of a conflict between these SaaS Terms of Service and the Product Specific Terms, the Product Specific Terms will control with respect to the applicable Software Service.
- 36. Relationship of the Parties.** This Agreement is a sales/purchase agreement and does not create an employer-employee relationship, agency, association, joint venture, partnership, landlord-tenant, or lessor-lessee relationship or other form of legal entity or business enterprise between the parties, their agents, employees, or affiliates.
- 37. Definitions**
- 37.1. "Product Specific Terms"** means the separate rules, descriptions, software license agreements, acceptable use policies, terms and conditions specific to certain Software Services.
- 37.2. "Third Party Content and Services"** means any equipment, tools, applications, software, content, data, text, images, video or audio content, or other services or materials made available to You by any third party other than Sprint in connection with the Software Services.
- 37.3. "Third Party Provider"** means any vendors or suppliers other than Sprint that provide any of the underlying products and services that comprise the Software Services.
- 37.4. "Your Data"** means any of Your personally identifiable information, Your personal health information and any other data that You upload, copy to or in any way submit to Sprint or transmit via the Software Services. Your Data does not include any data You submit to any parties other than Sprint by any means.

## Attachment A – Wireless Connectivity Terms of Service

- 1. General.** When the Software Service You have purchased, acquired or are using, includes Sprint provided wireless connectivity as a component, the following terms and conditions (the “Wireless Connectivity Terms”) apply to your use of such Software Service. No provision of these Wireless Connectivity Terms will be construed as vesting in You any control whatsoever in any facilities or operations of Sprint, including the Facilities, or the operations of any Sprint Affiliate or contractual third party of Sprint. You will not represent yourself or the entity you represent as an FCC, federal, state, or other governmental or regulatory agency certified licensee for Sprint by reason of the Agreement.
- 2. Resale -** You may not resell or lease the Software Services to any third party.
- 3. Roaming.** Your Customer Lines must primarily be used within the coverage area of the Sprint Networks. Some Software Services will not have Roaming available. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Customer Line if Roaming in a given month exceeds: (A) voice: (i) 50 minutes or (ii) a majority of minutes; or (B) data: (i) 100 megabytes, or (ii) a majority of kilobytes. Wireless performance while Roaming, including available calling features, may be different than the wireless performance while on the Sprint Networks.
- 4. Shipping and Returns.** Sprint is not responsible for the provision, shipping or return of hardware. If a Software Service bundled solution includes hardware, such hardware will be provided in accordance with the terms of the Third-Party Provider.
- 5. Lost or Stolen Wireless Product Policy.** If Your wireless device is lost or stolen (whether procured independently or procured through Sprint), You must notify Sprint Customer Care promptly to deactivate the device. You are responsible for all wireless Service usage associated with the device before You notify Sprint of the loss or theft. You will cooperate with Sprint in the investigation of the incident. You may be required to provide evidence of the loss or theft (e.g., a police report or affidavit). If you procured your device as part of a bundled Software Service, you must coordinate with the Third-Party Provider to satisfy any terms of use for such lost device(s). You will continue to be charged the monthly service fee until the Software Service is terminated in accordance with this Agreement.
- 6. Fraud Policy.** Sprint will notify You, and You will notify Sprint’s Customer Care department promptly, of any suspected fraudulent use of the Services. You will cooperate with Sprint in the investigation and resolution of the incident.
- 7. Location Based Services.** If You download or access Location Based Services using the wireless connectivity, You agree that the Location Based Service provider may access, use and disclose as necessary the geographic location of Your device pursuant to the terms and policies of the Location Based Service purchased by You, including the Location Based Service provider’s privacy policy. You must clearly, conspicuously and regularly notify all of Your end-users using Customer Lines upon which You have enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if You will be using Location Based Services to track or collect the location of End Users that You knows, or reasonably should know, are under 13 years of age, You will be responsible for complying with all applicable notice and consent requirements in accordance with the Children’s Online Privacy Protection Act (15 U.S.C. § 6501 *et seq.*) and any other applicable laws. **YOU WILL INDEMNIFY AND DEFEND SPRINT AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF YOUR USE OF LOCATION BASED SERVICES AND YOUR FAILURE TO NOTIFY END USERS OF YOUR ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES.**
- 8. Device Content.** Your device may contain sensitive or personal information. Sprint is not responsible for any information on Your device, including sensitive or personal information. You should remove or otherwise safeguard any sensitive or personal information when You relinquish, exchange, return, or recycle a device.
- 9. Network Access.** Sprint may refuse activation, or block access to the Sprint Networks for devices that are incompatible with the Sprint Networks or for any reason that protects the interests of Sprint’s customers or the Sprint Networks including for wireless devices that are lost or stolen, or that have been terminated or suspended for nonpayment.
- 10. Network Management and Performance.** Information on Sprint’s network management tools, policies and other related information is available at [www.sprint.com/networkmanagement](http://www.sprint.com/networkmanagement).
- 11. Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint

wireless data Services is subject to any storage, memory or other device limitation. You may not be able to make or receive voice calls while using data Services.

- 12. Prohibited Network Uses.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless device engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect other Sprint customers or the Sprint Networks from harm or degradation.
- A. Examples of Prohibited Voice Uses.** Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.
- B. Examples of Prohibited Data Uses.** Sprint wireless data Services are intended to be used for web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used to disrupt email use by others using automated or manual routines, including “auto-responders” or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint’s wireless Services or other parties’ Internet-based resources, including “denial of service” (DoS) attacks against another network host or individual user.
- 13. Compatibility of Wireless Devices and Services.** Wireless devices may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint does not guarantee current or future compatibility of wireless Services with third party products, features or applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product, feature or application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or application with the wireless Services, and You may not receive a refund for any unused portion of the data content.
- 14. Compliance with Applicable Law.** You are responsible for complying with all applicable U.S. and foreign laws, rules, orders, and regulations governing the Service, and all applicable data protection and privacy laws and regulations with respect to any personal data of an End User that You may collect and process in connection with the use of the Service. Sprint does not represent or warrant, and nothing in these Wireless Connectivity Terms will be construed to mean, that any Sprint Services or notices that Sprint requests You to provide to End Users, will put or keep You in compliance with any laws, rules, or regulations.
- 15. Data Protection and Privacy.** You (i) are fully responsible for any unauthorized collection, disclosure, disposal or use of, or access to, personal data in Your possession or under Your control that relates to an End User’s use of the Service including, without limitation, location information; (ii) will implement administrative, physical, and technical safeguards to protect the same; (iii) will maintain an up-to-date privacy policy that fully explains (a) what information You collect about End Users, (b) how You use that information, (c) how You secure that information, and (d) to whom You disclose that information; and (iv) will comply with all applicable laws, including without limitation data security, privacy, marketing, and consumer protection laws as applicable within the United States, as well as with applicable data protection and privacy laws and regulations with respect to any personal data that You may process with respect to an End User.
- 16. Export Laws.** You will comply with all relevant export control laws, orders, regulations and restrictions including, but not limited to, those imposed by the United States of America, the United Nations, or the European Union.
- 17. MODIFICATIONS.** Sprint may, in its reasonable discretion, change or update the Facilities or Sprint’s operations, equipment, software, procedures, or services. Sprint will not be liable if those modifications, changes, or updates require changes to, updates of, or modifications of SIMs, devices, or other products, accessories, systems, or procedures.
- 18. Sprint Service Provider Affiliate Market Limitations.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Notwithstanding anything to the contrary in the Agreement, Sprint reserves the right to (A) port any Customer Line activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (B) terminate Services to such Customer Lines.
- 19. Interference.** Your agents, employees, and representatives may not interfere with the Facilities, the Sprint Networks, or the Services in a way as to impair the quality of service provided by Sprint to its customers, and You will be liable for any interference caused by End Users. Notwithstanding this prohibition, upon discovery of interference by either Sprint or You, the party discovering the interference will promptly notify the other party, and You will promptly order the agent, employee, representative, or End User to cease the act(s) constituting the

interference. Sprint may suspend or terminate the Services to You or the End User and require You to take appropriate action to eliminate the use or interference by You, the agent, employee, representative, or End User.

## **20. NETWORK COVERAGE; LIMITATION OF LIABILITY FOR WIRELESS SERVICE PROBLEMS AND PRODUCT FAILURES.**

- A. Network Coverage; Service Speeds.** Services are provided on some or all of the Sprint Networks. When devices are capable of utilizing multiple Sprint Networks, then based on device compatibility and service plan attributes, Customer Lines will seek such Sprint Networks in the following order: Sprint 5G Network, Sprint 4G LTE Network, Sprint 4G Network, Sprint 3G Network, Nationwide Sprint Network. Coverage is not available everywhere. Coverage areas, including Roaming areas, may change and are accessible through [www.sprint.com/coverage](http://www.sprint.com/coverage). Sprint coverage maps reflect coverage areas when using Services outdoors under optimal conditions. There are gaps in coverage within Sprint estimated coverage areas that may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. In addition to network coverage, Services that rely on location information (e.g., E911 and Location Based Services) depend on a device's ability to acquire satellite signals (typically not available indoors). Wireless high-speed data throughput rates may vary depending on Your location at the time of use and the Service purchased. Service speeds are not guaranteed.
- B. Limitation of Liability for Wireless Service Problems and Device Failures.** You agree that (i) Services are available only within the operating range of the applicable Sprint Networks or, if available, an appropriate Roaming network; and (ii) Services may be temporarily refused, interrupted, curtailed, or otherwise limited because of transmission limitations caused by any factor, including atmospheric, environmental, or topographical conditions; concentrated usage or capacity constraints; Facilities limitations or constraints; Facilities changes, modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper or improved operation of the Facilities; a failure by third-party suppliers or service provider; the failure of a device; or a public safety emergency. Sprint is not liable for any claims or damages related to or arising out of or in connection with (x) any coverage gap, or (y) any Service refusal, interruption, curtailment, failure or other limitation.

**21. Data Services.** Sprint is not a publisher of third party content that can be accessed through the Services. Sprint is not responsible for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through the Services or any damages resulting therefrom. Sprint does not guarantee the accuracy, completeness, or usefulness of information that is obtained through the Services. Sprint makes no representations or warranties regarding the provider, scope or nature of the content, or services that will be available through Services.

**22. Domicile.** Unless otherwise stated, SIMs must be domiciled in the United States. Regardless of the location of any SIM, You are responsible for complying with the laws and regulations of each country where the Services are used and any applicable rules of any third party carrier providing network access. Sprint is not responsible for any SIMs that become inoperable due to Your noncompliance with applicable laws, regulations, or rules.

**23. Sanctioned Countries.** Neither the Services nor SIMs may be deployed to, or used in, any country subject to economic sanctions or other restrictions imposed by the government of the United States or any other country having competent jurisdiction over the Agreement, unless an appropriate license has been granted therefore.

## **24. DEFINITIONS.**

- 24.1. "Customer Line"** means the Sprint provided wireless connectivity bundled with Your Software Service.
- 24.2. "Location Based Service"** means any Service that uses, accesses, tracks or discloses the location of a Customer Line device.
- 24.3. "Nationwide Sprint Network"** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates
- 24.4. "Roaming"** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 24.5. "Sprint 3G Network"** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates.
- 24.6. "Sprint 4G LTE Network"** means a wireless network based on the standards for LTE developed by the 3<sup>rd</sup> Generation Partnership Project (3GPP) 4G LTE standards from Releases 8 - 14, or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.

- 24.7. “Sprint 4G Network”** means a wideband OFDM technology that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners. References to the “Sprint 4G Network” include the Sprint 4G LTE Network and/or successor networks, as applicable.
- 24.8. “Sprint 5G Network”** means a wireless network based on fifth generation cellular network as defined by the industry association 3GPP using “5G NR” (5G New Radio) technology, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 24.9. “Sprint Networks”** includes one or more of the following: the Nationwide Sprint Network, the Sprint 3G Network, the Sprint 4G LTE Network, the Sprint 4G Network, and the Sprint 5G Network.
- 24.10. “Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint. **“Sprint Service Provider Affiliate Market”** means the regions of the United States covered by Sprint Service Provider Affiliates.