

SPRINT ENTERPRISE MESSAGING GATEWAY TERMS OF SERVICE AGREEMENT

1. ACCEPTANCE OF TERMS

When using the Sprint Enterprise Messaging Gateway (“EMG”) service, you agree to be bound by all of the following terms and conditions (the “Terms of Service”), which may be updated by Sprint without notice to you from time to time. Updates will be posted at www.sprint.com and will go into effect ten (10) days after posting. It is your responsibility to review updates on a regular basis.

2. DESCRIPTION OF SERVICE

Sprint EMG service provides users with the service to send, receive and forward messages to devices (the “Service”), including, but not limited to, email, wireless text messages, Short Message Service (SMS). Users may access, compose and manage messages via the web or PC applications.

Sprint Enterprise Messenger (“Enterprise Messenger”) provides communication for individuals and groups with Android and iOS apps for group chat and information sharing via IP messaging.

Sprint Secure Enterprise Messenger (“Secure Enterprise Messenger”) provides secure encrypted communication and group chat with Android and iOS apps and central administration for policy enforcement and message archiving.

3. PRIVACY

The Sprint EMG Service apps (i.e., Enterprise Messenger, and Secure Enterprise Messenger) may capture, access, use or disclose your personal information, as described by Sprint’s Privacy Policy, available at <https://www.sprint.com/privacy>. Your use of the Sprint EMG Service constitutes acceptance of the Privacy Policy terms.

4. REGISTRATION OBLIGATIONS

In consideration of the use of the Service, you agree to: (a) provide true, current, accurate and complete information as prompted by the registration form; and (b) maintain and update this information as required to keep it current, complete and accurate. If any information provided by you is inaccurate, not current or incomplete, Sprint retains the right to suspend or terminate your enrollment and rights. Furthermore, you acknowledge that you are responsible for maintaining the confidentiality of your account and login password. You are responsible for all uses of your account, whether or not actually or expressly authorized by you. If you are a minor (that is, less than 18 years old), you may only use the Service if you are authorized to do so by a parent or guardian who agrees to be bound by this Terms of Service Agreement. The registration form requests your age. If you are less than 18, it will prompt you to obtain the appropriate adult consent.

5. USER OBLIGATIONS

You agree not to resell the use of the Sprint EMG Service to any third party. You agree to be solely responsible for the content of your transmissions through the Sprint EMG Service. You acknowledge that Sprint, as a network operator, simply acts as a passive conduit for the distribution and transmission of data. Your use of the Sprint EMG Service is subject to all applicable local, state, national and international laws and regulations. Furthermore, you agree to abide by these Terms of Service and all rules and regulations described in the Postings section of the Sprint EMG web site. You further agree that violation of any rules and regulations referenced herein will be cause for termination of the Sprint EMG Service at the sole discretion of Sprint without notice to you. You agree not to:

1. Use the Sprint EMG Service in connection with chain letters, junk email, spamming or any duplicative or unsolicited messages;
2. Harvest or otherwise collect information about others, including email addresses, without their consent;
3. Create a false identity or forged email address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;

4. Transmit through the Sprint EMG Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;
5. Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;
6. Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs;
7. Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Sprint EMG Service;
8. Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;
9. Attempt to gain unauthorized access to the Sprint EMG Service, other accounts, computer systems or networks connected to the Sprint EMG Service, through login password mining or any other means; or
10. Interfere with another member's use and enjoyment of the Sprint EMG Service or another entity's use and enjoyment of similar services.
11. Notify all the receivers of sent messages that they may receive a commercial message with the message.

6. **DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE**

The Sprint EMG service complies with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512). If you have any complaints or objections to material posted on this site, please contact our Designated Agent at the following address:

Mark Carlin
TeleMessage, Inc.
468 Great Road
Acton, MA 01720
U.S.A
support@emg.sprint.com

7. **GENERAL PRACTICES REGARDING USAGE AND STORAGE**

You acknowledge that Sprint may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that messages will be retained, the maximum number of messages that may be sent from or received by an account on the Sprint EMG Service, the maximum disk space that will be allotted on the Sprint EMG Service's servers on your behalf, the length of message sent and the maximum number of times (and the maximum duration for which) you may access the Sprint EMG Service, in a given period of time. You agree that Sprint has no responsibility or liability for the deletion or failure to store any messages and other communications maintained or transmitted by the Sprint EMG Service. You acknowledge that Sprint reserves the right to log off accounts that are inactive for an extended period of time. Sprint retains the right, at its sole discretion, to determine whether or not your conduct is consistent with the letter and spirit of the Service Agreement and may terminate the Sprint EMG Service if a your conduct is found to be inconsistent with this Agreement. You further acknowledge that Sprint reserves the right to change these general practices and limits at any time, at its sole discretion, with or without notice to you. You also acknowledge the fact that you and the recipients of messages you send through the Sprint EMG Service will be hearing and viewing commercial information.

8. **DISCLAIMER OF WARRANTIES**

You expressly agree that use of the Sprint EMG Service is at your sole risk. The Sprint EMG Service is provided on an "as is" and "as available" basis. Sprint expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Sprint makes no warranty that the Sprint EMG Service will meet your requirements, or that the Sprint EMG Service will be uninterrupted, timely, secure, or error free; nor does Sprint make any warranty as

to the results that may be obtained from the use of the service or as to the accuracy or reliability of any communications or transmissions, or the accuracy of any translation or alteration of your transmissions or data, or the accuracy of any information obtained through the service or that defects in the software will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Sprint EMG Service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. Sprint makes no warranty regarding any goods or services purchased or obtained through the Sprint EMG Service or any transactions entered into through the service. Sprint assumes no responsibility for the deletion or failure to store messages. No advice or information, whether oral or written, obtained by you from Sprint or through the service shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

9. **LIMITATION OF LIABILITY**

In no event will Sprint, its officers, directors, employees, agents, subcontractors or suppliers be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Sprint EMG Service or for cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through the Sprint EMG Service or resulting from unauthorized access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible losses, even if Sprint has been advised of the possibility of such damages. Your exclusive remedy for any and all losses resulting from your use of the Sprint EMG Service, including Sprint's or its subcontractor's negligence, is limited to fees paid to Sprint up to the time the loss is discovered. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

10. **INDEMNIFICATION**

You agree to indemnify and hold Sprint, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand or damage, including reasonable attorneys' fees, made by any third party due to or arising out of your use of or conduct on the Sprint EMG Service.

11. **TERMINATION**

Sprint may terminate the Service with or without cause at any time. By way of example, and not as a limitation, Sprint may terminate your account for lack of use, if Sprint believes you have violated the letter or spirit of this Terms of Service Agreement, or if Sprint decides, in its sole discretion, to discontinue offering the Sprint EMG Service. Upon termination of the Sprint EMG Service, your right to use the Sprint EMG Service immediately ceases. Sprint shall have no obligation to maintain any content in your account or to forward any unread or unsent messages to you or any third party. You agree that any termination of your access to the Service may be effected without prior notice to you.

12. **PROPRIETARY RIGHTS**

You acknowledge that content, including, but not limited to text, software, music, sound, photographs, video, graphics or other material contained in sponsor advertisements or information presented to you through the Sprint EMG Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

13. **GENERAL TERMS**

1. These Terms of Service will be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to its conflict of laws provisions or the laws of your actual state or country of residence. Both you and Sprint submit to personal jurisdiction in Kansas.
2. If any provision of the Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
3. Sprint's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.
4. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

5. You understand and acknowledge that you may be held liable under civil and/or criminal law for infringements of the intellectual property rights of others, or for violation of any federal and state telemarketing and anti-spamming laws and regulations. You may be held liable for actual damages and profits, attorneys' fees and costs, and if a violation of the copyright act is proven, statutory damages. Criminal liability can include fines and imprisonment.
6. These Terms of Service state the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, oral and written, pertaining thereto.