

## NORTEL NETWORKS SOFTWARE RELEASE SUBSCRIPTION PRODUCT ANNEX

This Nortel Networks Software Release Subscription Product Annex, together with the applicable cover agreement (collectively, the “Agreement”), will govern Sprint’s provision and Customer’s use of the software release services. The Standard Terms and Conditions for Communications Services will also apply to the extent incorporated by the applicable cover agreement.

### 1. BACKGROUND

With the software content of networking solutions projected to increase steadily, customers have increased incentives to maintain current software releases to enhance network performance and competitive functionality. Nortel Networks Software Release Subscription (“SRS”) offers customers a level, predictable pricing model to facilitate maintaining their systems on the most current software release.

### 2. SERVICE DESCRIPTION

**2.1. Software Release Subscription.** Under the service, Sprint will upgrade Customer’s current Software on specified Nortel Networks Enterprise Multimedia System devices to Nortel’s then-current version and then to all future “Major Releases” during the subscription term. Major Release identifies a release of Software that provides additional Software features and/or functions, commonly referred to as upgrades.

**2.2. Centurion Requirement.** Customer must obtain or maintain Sprint Centurion Maintenance Service for the equipment related to the SRS updates during the full SRS Term.

**2.3. Exclusions.** The SRS service does not include pricing for Sprint’s labor to install SRS updates or additional hardware to make use of SRS updates.

### 3. TERM

**3.1.** The Term will commence on the first day of the first billing month after Sprint receives Customer’s signed order to purchase SRS service (“Commencement Date”). The Term will have the duration (“Order Term”) specified in the applicable cover agreement or in a subsequent Order.

**3.2.** UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY EXTEND FOR SUCCESSIVE 12-MONTH PERIODS UNLESS EITHER PARTY GIVES AT LEAST 90 DAYS WRITTEN NOTICE OF ITS INTENT NOT TO RENEW.

**3.3.** Notwithstanding anything to the contrary in this Section 3, the Term will expire immediately if the Sprint Centurion Service Agreement for the equipment covered by the SRS updates expires or is terminated.

### 4. PAYMENT AND BILLING

**4.1. SRS Billing and ISM Count.** SRS pricing will be adjusted on an annual basis at time of billing

**4.2.** For multiple products with SRS such as Contact Center, Messaging, or MCS 5100, a unique Software Release Subscription must be signed and paid for independent of other Software Release Subscriptions.

**4.3. Customer ISMs Change.** SRS pricing will be adjusted retroactively for any increase or decrease in ISMs at time of contract renewal or Software upgrade. This will be the process followed for any ISM changes during the original SRS Term.

### 5. ADDITIONAL RESPONSIBILITIES

**5.1.** Sprint will notify Customer when a new Software upgrade is released and arrange for the installation.

**5.2.** Sprint will continue to follow Centurion service processes for Software defects and bug fixes.

**5.3.** Customer must provide a 30 day notice to Sprint to cancel SRS service. Sprint will credit Customer’s account on a pro-rata basis for any pre-paid portion of the Term.