

SPRINT CONSULTING SERVICES PRODUCT ANNEX

This Product Annex, together with the Standard Terms and Conditions for Communications Services or the Sprint Master Services Agreement, as applicable, will govern Sprint's provision of consulting services ("Services") as specified in the applicable Statement of Work ("Order") for consulting services. If a conflict exists between the Standard Terms and Conditions or the Master Services Agreement, as applicable, and this Consulting Services Product Annex, this Product Annex will control.

1. Services.

- 1.1. **Statement of Work ("SOW").** The SOW will list the Sprint technical skills assigned to Company, the consulting services to be performed, and any other applicable terms and conditions not in this Product Annex.
- 1.2. **Warranties.** Sprint will refer to Customer only Sprint employees qualified to meet the Customer's requests. Sprint warrants that none of its referred or assigned employees are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986. Sprint warrants that services performed by its employees under these this Product Annex will be performed in a good, workmanlike manner, satisfying at least generally accepted practices or procedures.
- 1.3. **Employee Benefits.** Sprint will pay and be fully responsible for applicable federal, state and local taxes, and FICA requirements for Sprint employees' services while on assignment to Customer. Sprint will indemnify Customer based on any claims for unpaid federal, state, or local taxes or FICA requirements from Sprint employees' services performed while assigned to Customer. Sprint will also indemnify Customer for any Fair Labors Standards Act claims for minimum wage and overtime payments to Sprint employees under this Agreement.
- 1.4. **Non-Solicitation.** During the Term of this Product Annex and for one year following its termination, each party agrees that it will not hire the other party's employee without the other party's written permission. If one party, or its affiliates, extends an employment offer to any of the other party's employees, the hiring party will pay the other party, as liquidated damages, an amount equal to 50% of the accepting employee's new annual salary. The non-hiring party will also be entitled to any other remedies at law or in equity, to obtain injunctive relief.

2. Term.

- 2.1. **Term.** The term of this Product Annex starts on the effective date of the Master Services Agreement. The term will continue for one year and will automatically renew until either party provides 60 days prior written notice of their intent not to renew this Product Annex. Either party may terminate this Product Annex with 60 days written notice to the other party. The term of any SOW will be stated in the SOW.

3. Intellectual Property.

- 3.1. **Sprint Materials.** The ideas, concepts, know-how, techniques, methodologies, and frameworks developed before any SOW by Sprint employees and Sprint Contractors or any derivative materials developed by Sprint (the "Sprint Materials"), will be the sole property of Sprint. All programs processes, documentation and deliverables developed by Sprint for Customer under this Agreement (the "Customer Materials") are to be considered works made for hire except to the extent that any Sprint Materials are incorporated into or used in connection with the Customer Materials. Subject to Customer's rights to the Customer Materials and the confidentiality obligations of the parties, nothing in this Section will be construed to prohibit Sprint from creating customized software or services for other parties that are the same general format, rely on the same procedures, or arise out of services provided to another party that are similar to those provided to Customer. Subject to Customer's proprietary rights and the terms of this Agreement, Sprint retains the right to develop, use and distribute works that are substantially similar to the Customer Materials.
- 3.2. **License.** To the extent that any Sprint Materials are incorporated into or used in connection with the Services provided to Customer, Sprint grants to Customer, its subsidiaries, affiliates and

successors in interest an irrevocable, royalty-free, paid up, non-exclusive, non-transferable, worldwide license to use such intellectual property for such parties' own use, and not for rent, lease or sublicensing to any other third parties. Such right includes, for example, the right to copy, modify and use copyrighted works subject to the limitations in this provision.

3.3. Survival. The provisions of this Section 3 shall survive the termination or expiration of this Agreement.

4. Miscellaneous.

4.1. Work Hours. Unless otherwise agreed, Sprint employees assigned to Customer to provide services will observe Customer's standard office hours, including holidays.

4.2. Cost of Living Adjustment. Sprint reserves the right to increase the rates in a SOW by up to 10% in any year after the first 12 months of the SOW's term. Sprint will provide Customer 60 days written notice before the new rates will be effective.