

Abaqus myGeoTracking – Sales & Referrals Promotion Official Rules

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The **Abaqus myGeoTracking** Promotion (the “**Promotion**”) begins on **1/12/2015** at **12AM** Pacific Time (“**PT**”) and ends on **12/31/2015** at **11:59PM** PT (“**Promotion Period**”).

ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States and the District of Columbia 18 years of age or older, who are full-time or part-time employees who hold one of the following titles: **Sr Major Account Executive, Sr Bus Development Manager, Bus Development Manager, Direct SIs, Small Business Account Representative, Senior Government Account Manager, Government Account Manager, Global Account Manager, Regional Sales Manager, BPS, Indirect Sales National Account Manager, Field Service Rep, Sr Partner Manager, Partner Manager** of T-Mobile USA, Inc. Participants must have started employment on a date prior to the Promotion Period and still be employed by T-Mobile and in good standing with T-Mobile’s Human Resources/Employment Department (as it determines in its sole discretion) at the time prize is to be awarded in order to be eligible to receive a prize. T-Mobile’s determination as to eligibility is final. The promotion is not open to the general public. Void where prohibited by law. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor which are binding and final on all matters relating to this Promotion. Promotion is subject to all applicable federal, state and local laws.

HOW TO PARTICIPATE: During the Promotion Period, **an eligible T-Mobile Sales Rep will submit requests for sales and lead referrals for myGeoTracking services to John Cunningham (jcunningham@abq.us) and Shaili Jain (sjain@abq.us) @ Abaqus Inc.**

If a successful co-sell occurs, the co-selling Sales Rep will be awarded a set dollar figure determined at a tier level for the number of lines sold to that particular customer.

If a lead referral is submitted and that lead converts to a myGeoTracking

If a successful co-sell occurs, the co-selling Sales Rep will be awarded a set dollar figure determined at a tier level for the number of lines sold to that particular customer based on an annual contract and at least one quarter of sustained service.

There are no limits for the number of times a Sales Rep may receive a payout and all leads submitted before the end of the contest will be considered eligible for payment upon conversion.

WINNER NOTIFICATION: Promotion-related data and Prize award are subject to verification of eligibility and compliance with these Official Rules. Sponsor’s decisions are final and binding on all matters relating to this Promotion. Potential winners will be notified **two weeks following the close of a quarter** and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within **14** days of date appearing on prize notification. Prizes will be shipped within **2 weeks** of notification and verification. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact the potential winner within a reasonable time period or noncompliance with these Official Rules by the potential winner will result in disqualification and, at Sponsor’s sole discretion, the prize may be awarded to a runner-up. Sponsor reserves the right not to award all of the prizes if, in its sole discretion, it does not receive a sufficient number of eligible or qualified entries.

PRIZE(S) Each co-sell qualifying for payment will result in a set dollar figure being awarded determined by the number of subscriptions sold. The co-sell tier will pay as follows:

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1. 5-10 Subscriptions: \$50
2. 11-20 Subscriptions: \$150
3. 21-50 Subscriptions: \$250
4. 51-100 Subscriptions: \$500
5. 101+ Subscriptions: \$1,000

Each lead converted to a subscribing customer that qualifies for payment will result in a set dollar figure being awarded determined by the number of subscriptions sold. The lead conversion tier will pay as follows:

1. 5-10 Subscriptions: \$25
2. 11-20 Subscriptions: \$75
3. 21-50 Subscriptions: \$125
4. 51-100 Subscriptions: \$250
5. 101+ Subscriptions: \$500

Abaqus will issue checks to all qualifying T-Mobile Sales Reps for their total allotment earned in the prior quarter. Approximate Retail Value: Up to \$1,000 per customer sale. Total Promotion ARV: Up to \$50,000]. Prize are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Prizes will be deemed “wages” and are subject to all applicable federal, state, local and income taxes. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute the prize with one of comparable or greater value. All prize details are at Sponsor’s sole discretion.

In case of a dispute of any prize level for the categories, requests for review can be emailed to T-mobile@mygeotracking.com. Additional phone and Web Conferences to discuss resolution will occur from there between the Sales Rep and Abaqus.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Promotion; (b) to release, discharge and hold harmless Sponsor and its parent, affiliates, subsidiaries, and advertising and promotion agencies, and their respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, “**Released Parties**”) from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant’s participation in the Promotion or any Promotion-related activity or the acceptance, possession, use or misuse of the awarded prize; and (c) to the use of his/her name, address (city and state), voice, performance, photograph/video, image, likeness and/or biographical information for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Promotion without the prior consent of the Sponsor, which it may withhold in its sole discretion.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), Web site, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions

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or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prize, or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion. Persons who tamper with or abuse any aspect of the Promotion, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Disqualified individuals will be unable to re-enroll in the Promotion. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness, or submission of entries, or should the Promotion be unable to run for any other reason, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken using the criteria outlined above.

PRIVACY POLICY: To review Sponsor's privacy policy, please visit <http://www.mygeotracking.com/mgt-privacy> to see how Sponsor uses personal information obtained in connection with this Promotion.

WINNERS' LIST: For a list of winners (available after **1/31/2016**), send a self-addressed, stamped envelope by **2/28/2016** to:

Collin Williams
T-Mobile, USA
12920 SE 38th Street, NP5
Bellevue WA 98006

SPONSOR:

John Cunningham
Shaili Jain
Abaqus Inc.
530 Lakeside Drive
Sunnyvale, CA 94085