

## CURIOSITY IOT SERVICES PRODUCT ANNEX

The following terms and conditions, together with the applicable Sprint service agreement (“Agreement”), govern Sprint’s provision and Customer’s use of the Curiosity IoT Services. Capitalized terms are defined in the Definitions section at the end of this Curiosity IoT Services Product Annex if not otherwise defined in the Agreement.

**1. Curiosity IoT Services Description.** Curiosity IoT Services are provided to IoT SIMs on Sprint’s dedicated Curiosity Core Network and managed through Sprint’s Curiosity IoT self-service platform. Curiosity IoT Services allow Customer to self-manage IoT SIM states, including ordering; activation (either manually or automatically); pause (suspend) mode; exit pause mode (either manually or automatically); deactivation; deactivation (balance exceeded); termination; and re-activation of previously terminated IoT SIMs. In addition, Curiosity IoT Services allow Customer to perform IoT device and data management. Curiosity IoT Services also allow Customer to self-manage and control IoT SIM usage with the use of tools such as alerts, triggers, and to run various reports, including reports containing detailed billing and usage (data and SMS) records at individual IoT SIM and group levels (excluding taxes and applicable credits and discounts).

### 2. SALE OF CURIOSITY IoT SERVICES

**2.1. General.** Sprint will provide and sell Curiosity IoT Services to Customer, and Customer will purchase Curiosity IoT Services from Sprint under the terms and conditions set forth in the Agreement and this Annex. No provision of the Agreement will be construed as vesting in Customer 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. Customer will not represent itself as an FCC, federal, state, or other governmental or regulatory agency certified licensee for Sprint by reason of the Agreement. Customer will not enter, directly or indirectly, into any agreement or other arrangement with a third party that gives the third party any rights to purchase Curiosity IoT Service for resale to other parties, unless otherwise explicitly stated in this agreement.

**A. Bundled Service.** General. In addition to using Curiosity IoT Services for Customer’s own internal use, Sprint authorizes Customer to provide Curiosity IoT Services as part of a Bundled Service as more fully described in the Agreement and this Annex. If Customer will not be using Curiosity IoT Services solely for its internal use, then Customer must provide Curiosity IoT Services only as part of a Bundled Service and IoT SIMs may not be used as a data-only service. Customer may not market or sell Curiosity IoT Services as a standalone service and Sprint may suspend or deactivate any IoT SIM that is not part of a Bundled Service, unless otherwise explicitly stated in this agreement.

**B.** Further, Customer may not invoice End Users separately for Curiosity IoT Services but instead must incorporate the cost of Curiosity IoT Services as part of the Bundled Service. Customer determines the price of the Bundled Service in Customer’s sole discretion. References in this Annex to “End Users” and “Bundled Service” apply only if Customer is providing Curiosity IoT Services as part of a Bundled Service, unless otherwise explicitly stated in this agreement.

**C. Brand Restrictions.** Customer may market and sell the Bundled Service only under service marks, trademarks, and trade names that are owned, controlled, or licensed by Customer. Customer recognizes Sprint’s ownership of service marks, trademarks, and trade names used in connection with the service and products sold by Sprint, Sprint Affiliates, or Sprint suppliers (“Sprint Marks”). Customer will not engage in any activities or commit any acts, directly or indirectly, that contest, dispute, or otherwise impair Sprint’s or Sprint’s Affiliate’s rights in the Sprint Marks. Except as specifically agreed in writing, nothing in the Agreement grants to Customer the right to use any Sprint Mark or any service mark, trademark, or trade name that is confusingly similar to or a colorable imitation of any Sprint Mark, including in any of Customer’s advertisements, and Customer will not incorporate the Sprint Marks into any service mark, trademark, or trade name used or developed by Customer. Customer will provide to Sprint any materials using the Sprint Marks for Sprint’s review to determine compliance with this requirement. The limitations of liability contained in the Agreement do not apply to Customer’s violations of this subsection 2(a)(iii). If Customer violates or threatens to violate this subsection, (a) Sprint may exercise any right or remedy under the Agreement and any other right or remedy that it may have (now or hereafter existing) at law, in equity, or under statute, and (b) Customer may not raise the defense of an adequate remedy at law.

**2.2. Relationship to Pricing.** The provisions of this Section 2 and the applicable pricing attachment(s) to the Agreement are not severable.

### 3. SCOPE OF SERVICE

#### 3.1. Limitation on Scope of Curiosity IoT Service.

**A. General.** Customer agrees that (i) Curiosity IoT Services are available to IoT SIMs only within the operating range of the Curiosity Core Networks or, if applicable, an International IoT Network; and (ii) Curiosity IoT 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 an IoT 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 Curiosity IoT Service refusal, interruption, curtailment, or other limitation provided above. Sprint’s maximum liability for any loss or damage arising out of a Curiosity IoT Service problem caused by a condition other than those described in this Section 3.a.i, or (B) Sprint-provided IoT device failure, is limited to a prorated portion of the applicable MRC based on the time period Services are not available. Sprint is not liable for the failure of any products or devices that were not provided by or through Sprint.

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

- 3.2. Use of Curiosity IoT 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 Curiosity IoT Services is subject to any storage, memory or other Product limitation. If Customer accesses, uses, or authorizes third party Applications through Curiosity IoT Services, Customer authorizes Sprint to provide to the third party information related to Customer's use of the Curiosity IoT Services or the Application(s). Customer acknowledges that use of third party Applications is subject to the third party's terms, conditions and policies, including its privacy policy.
- 3.3. IoT SIMs.** For IoT devices operating on the Curiosity Core Network, Customer must obtain a compatible IoT SIM from Sprint or a Sprint-authorized third party. Customer may not utilize applications to allow IoT SIMs to alter steering, direct the IoT SIM to a specific carrier or otherwise attempt to utilize service providers in a manner other than as directed by Sprint.
- 3.4. Domicile.** Unless otherwise stated, IoT SIMs must be domiciled in the United States. Regardless of the location of any IoT SIM, Customer is responsible for complying with the laws and regulations of each country where the IoT SIMs are used and any applicable rules of the third party carrier providing the International IOT Network. Sprint is not responsible for any IoT SIMs that become inoperable due to Customer's noncompliance with applicable laws, regulations, or rules.
- 3.5. IoT SIM Activation.** Only IoT SIMs can be deployed on the Curiosity Core Network. IoT SIMs will be loaded to Customer's account upon fulfillment of Customer's order placed through the Curiosity platform or an authorized third party SIM provider.
- 3.6. 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 Curiosity IoT Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Curiosity Core Network from harm or degradation. Unless specifically stated otherwise, wireless Products, including IoT SIMs, on "unlimited" Business Plans are subject to the Prohibited Network Uses in this section.
- A. Examples of Prohibited Data Uses.** Curiosity IoT 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 Curiosity IoT Services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user.
- 3.7. Compatibility of Wireless Products and Services.** Products 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 Products or 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 Products or Services, and Customer may not receive a refund for any unused portion of the data content.
- 3.8. Sprint Service Provider Affiliate Market Limitations.** Some portions of the Curiosity Core Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, Business Plan additions, and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in the Agreement, Sprint may notify Customer of changes to the Sprint Service Provider Affiliate Markets that impact Customer. If Sprint and Customer are not able to reach a mutually agreeable resolution, Sprint reserves the right to terminate the Customer Line with no penalty to Customer.
- 3.9. Coverage Maps.** The operating range of the Curiosity Core Network is depicted on the coverage map available at [www.sprint.com](http://www.sprint.com). Upon Customer's request, Sprint will make coverage maps available to Customer, provided that Customer will not distribute coverage maps without Sprint's prior written consent. Network coverage maps are good faith approximations of outdoor coverage; actual coverage area may vary and Sprint does not guaranty the accuracy of the maps. If Sprint approves Customer's distribution of coverage maps, (a) any Sprint logo or identification must be removed from the map prior to publication or distribution by Customer, (b) Customer is responsible for validating the coverage shown on the maps and ensuring that the coverage depicted on the maps represents the coverage that Customer desires to present to End Users as Customer's coverage, and (c) the maps published or distributed by Customer must not imply that the Curiosity Core Network or the Facilities are owned or operated by Customer. Customer is responsible for any intentional or unintentional changes, modifications or alterations to the coverage maps. Sprint is not liable for any claim or damage related to or arising out of or in connection with (i) any map information, including the accuracy thereof, or (ii) Customer's presentation of coverage maps to End Users. International IoT Network coverage information is available by contacting Customer's Sprint Account Representative.
- 3.10. Mobile Station International Subscriber Directory Numbers.** Sprint will assign non-dialable mobile station international subscriber directory number ("MSISDN") to IoT SIMs.

- 3.11. Sanctioned Countries.** Neither Curiosity IoT Services nor IoT 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.
- 3.12. International IoT Networks.** The International IoT Networks support wireless data and SMS Services, but do not support voice Services.

#### 4. THIRD PARTY IoT DEVICES

- 4.1. Acquisition.** Unless specifically provided for otherwise in the Agreement, Customer will be responsible for making its own arrangements to purchase IoT Devices from a third party, and Sprint will not be responsible for the IoT Devices.
- 4.2. Compatibility.** Customer will use, and will ensure that End Users use, only IoT Devices that comply with (a) Sprint's requirements for compatibility of devices with Curiosity IoT Services and the Facilities, including the successful completion of Sprint's device certification process for Curiosity IoT Services provided over the Curiosity Core Network; and (b) all applicable FCC, federal, state, foreign government or regulatory authority requirements for compatibility of devices with Curiosity IoT Services and the Facilities. If any device used by an End User does not comply with the standards set forth in this section 4(b), Customer will immediately terminate the service to such device. If Sprint becomes aware that any device used by an End User does not comply with the standards set forth in this section, Sprint may immediately pause or terminate the Curiosity IoT Services used by such device.
- 4.3. No Sprint Responsibility for Customer Devices.** Sprint is not responsible for the operation, testing, maintenance, transportation, handling, transfer, loading, or unloading of any IoT Devices. Customer will procure and maintain throughout the Term, adequate and appropriate insurance to insure the IoT Devices while they are in transit to or from Sprint or in Sprint's possession. Sprint is not required to make any changes, modifications, or additions to its equipment, operations, or Facilities to accommodate Customer or the IoT Devices.

#### 5. BUSINESS PLAN FEATURES AND OPTIONS.

- 5.1. Roaming.** IoT SIMs must primarily be used within the coverage area of Curiosity Core Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Curiosity IoT Service to an IoT SIM if a majority of usage is Roaming, unless otherwise specified in a Business Plan. IoT SIMs may not be activated for primary use on a Roaming network. Additionally, Sprint may disconnect all Roaming service to any account that has an aggregate total of 15% Domestic Roaming as a percent of all Domestic usage in any individual month. These roaming limitations apply to all Business Plans except where explicitly stated otherwise. Wireless performance while Roaming may be different than the wireless performance while on the Curiosity Core Network.
- 5.2. Modification.** Sprint may modify terms and features of, or expire, a wireless Business Plan or Business Plan add-on, with written notice to Customer.

#### 6. CHARGES, FEES AND CREDITS.

- 6.1. Monthly Recurring Charges.** Sprint will bill Customer for Curiosity IoT Services on the Curiosity Core Network based on the MRC for the selected Business Plan. Customer will incur overage charges if the amount of data used exceeds the quantity included with Customer's Business Plan.
- 6.2. IoT Services Usage Charges.**
- A. General.** Data usage is calculated from the time Customer's device makes contact with the Curiosity Core Network until the network connection is broken or dropped, whether or not the transmission of data is successful. Data usage for Curiosity IoT Services is rounded up to the next whole kilobyte. Rounding occurs at the end of each data session. Customer's bill may not separately identify the number of kilobytes, megabytes or gigabytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Curiosity Core Network, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. Customer may not use an IoT SIM as a wired or wireless modem in connection with a device unless otherwise set forth in the applicable Business Plan.
  - B. SMS.** Sprint will charge Customer the per message rate for each message that exceeds the quantity of messages Customer has purchased, if any.
  - C. Roaming Charges.** Domestic Roaming for data is included in Customer's Business Plans, unless otherwise indicated. International Roaming rates, if applicable, will be identified in Customer's Business Plans. Usage initiated near country borders may be carried by a cell site in a neighboring country and billed at that country's rates.
- 6.3. Additional Charges and Fees.** If Sprint terminates Curiosity IoT Service to an IoT SIM as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Curiosity IoT Service to the IoT SIM and Sprint may charge Customer a reactivation charge. Sprint reserves the right to charge a fee for Customer-requested, non-standard account modifications.

#### 7. BILLING.

- 7.1. Billing.** Unless otherwise specified in a Business Plan, unused data does not carry forward. In certain instances (e.g., Roaming charges), Sprint may bill Customer for usage that occurred during a prior billing cycle, if not previously billed to Customer.

When Sprint bills for usage incurred during a prior billing cycle, that data usage counts against the data allotment in the current billing cycle. Curiosity IoT Services billed according to a monthly flat rate may not include itemization. Customer is responsible for all charges incurred by each IoT SIM. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number. Sprint may prorate old and new Business Plan charges if Customer changes Business Plans during an invoicing cycle.

**7.2. Account Changes.** If Customer changes an IoT SIM's Business Plan, the change is effective immediately. When Customer changes Business Plans during a bill cycle, data will be charged under the Business Plan in effect at the time the usage was incurred.

### **7.3. Curiosity IoT Billing**

**A. Generally.** Customer can access IoT SIM-level rating and billing information in the Curiosity platform (via reporting). The Curiosity platform records usage and state changes based on the Coordinated Universal Time clock (UTC).

**B. Curiosity IoT Service Invoices.** Customer will receive a monthly summary invoice for Curiosity IoT Services. Customer's bill cycle will be the first day of the calendar month through the last day of the calendar month, which may be different than Customer's bill cycle for other Sprint services. Sprint will prorate the IoT SIM's applicable Business Plan MRC based on the number of days the IoT SIM is in the Active-Billed State.

**C. IoT SIM State Change Fees.** Each time an IoT SIM is changed from one state to another, Sprint will charge a per event fee as described below. The applicable fee amounts are set out in the Agreement.

(1) **Activation Fee.** Sprint will assess an Activation Fee when an IoT SIM first enters the Active-Billed State from the PBR state.

(2) **Pause (Suspend) Mode Fee.** Sprint will assess a Pause Mode Fee when an IoT SIM enters Pause Mode from either the PBR State or the Active-Billed State.

(3) **Pause (Suspend) Mode Exit Fee.** Sprint will assess a Pause Mode Exit Fee when an IoT SIM enters the Active-Billed State from Pause Mode.

(4) **Early Termination Fee.** Sprint will assess an Early Termination Fee when an IoT SIM enters the Terminated State from any other state prior to the completion of an applicable Minimum Service Term.

(5) **Re-Activation Fee.** If a previously terminated IoT SIM is re-activated, then Sprint will assess a Re-Activation Fee.

**7.4. Third-Party Applications.** Customer may enable third-party applications on devices using IoT SIMs, or may manage devices using IoT SIMs via a hosted third-party application. Customer is responsible for all data usage charges incurred by an IoT SIM, even if due to the third-party application.

**7.5. Other Functions.** If Customer uses functions outside of those listed in this Curiosity Product Annex, and Sprint incurs expenses due to Customer's actions, Sprint will pass-through those expenses to Customer, and Customer agrees to pay those expenses.

**7.6. Limitations Period.** Sprint will use commercially reasonable efforts to bill Customer for (A) Sprint-provided Products and Services, within 180 days of the end of the monthly billing period in which Sprint provides the Products and Services, and (B) third party-provided Products and Services, including non-Domestic Services, within 180 days of the date Sprint receives a bill from the third party provider. If Sprint fails to bill Customer for Products or Services before expiration of the applicable 180 days, Customer will not be required to pay those charges. Customer must notify Sprint in writing of any billing dispute about Products or Services within 180 days of the applicable bill date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges.

**8. Curiosity IoT Migrations.** With Sprint's prior written approval, which can be withheld in Sprint's sole discretion, Customer may migrate certain Customer Lines that are activated on the Sprint IoT Networks to the Curiosity Core Network. Such migration will be accomplished, if approved, by cancelling the existing IoT service and associated SIM and replacing it with a new service plan and IoT SIM activated on the Curiosity IoT platform. Sprint will conduct a financial and technical review for feasibility prior to approval. If a migration is approved, Customer will be responsible for additional costs and will be responsible for providing technical support to Sprint to accomplish the migration. Customer understands that there are inherent risks in performing migrations, and Customer agrees that Sprint is not liable or responsible for any problems arising from the migration, including without limitation, IoT devices that fail to function post-migration.

**9. IoT SIM State Management.** Customer must select the initial provisioning state of an IoT SIM at the time the IoT SIM order is placed. After an IoT SIM has been initially provisioned, Customer may leave the IoT SIM in the original state or set the IoT SIM to one of the other five device states described below:

**9.1. Active State.** An IoT SIM in the Active State is visible and operating on the Curiosity Core Network or an International IoT Network. Sprint will charge the applicable Business Plan MRC set out in the Agreement for an IoT SIM while it is in the Active State. Business Plans that include Parameter Based Rating ("PBR") will not begin billing the Business Plan MRC until the IoT SIM exceeds the time-based or usage-based thresholds set out in the Agreement. If an IoT SIM exceeds the time-based or usage-based thresholds set out in the Agreement, Sprint will begin charging Customer the applicable Business Plan MRC set out in the Agreement. Sprint will charge Customer for actual data usage (up to the defined threshold amount) at the overage rates specified in the selected Business Plan during Parameter Based Rating period. Once an IoT SIM exceeds the PBR

thresholds, Customer may not move the IoT SIM back into Parameter Based Rating. Instead, the IoT SIM must be in one of the other three states set forth in this Section 9, or must be terminated and re-activated.

- 9.2. Pause Mode.** An IoT SIM in the Pause (suspend) Mode is visible, but cannot pass traffic on the Curiosity Core Network or an International IoT Network. While an IoT SIM is in Pause Mode, Sprint will not charge Customer the applicable Business Plan MRC for that IoT SIM but may charge an alternate Business Plan MRC for that IoT SIM.
- 9.3. Deactivated State.** An IoT SIM in the Deactivated State is visible but cannot pass traffic on the Curiosity Core Network or an International IoT Network. Sprint will continue to charge the applicable Business Plan MRC set out in the Agreement for an IoT SIM while it is in the Deactivated State.
- 9.4. Deactivated (balance exceeded) State.** An IoT SIM in the Deactivated State is visible but is placed in this state based on a Customer defined trigger. The IoT SIM cannot pass traffic on the Curiosity Core Network or an International IoT Network. Deactivated (balance exceeded) SIMs are automatically activated at the beginning of the next month. While in this state, Sprint will continue to charge the applicable Business Plan MRC set out in the Agreement for an IoT SIM while in the Deactivated State.
- 9.5. Reactivating.** If an IoT SIM is re-activated within 60 days following cancellation, the IoT SIM may be re-activated with the prior MSISDN. If an IoT SIM is re-activated more than 60 days following termination, the IoT SIM must be re-activated with a new MSISDN.
- 9.6. Terminated State.** An IoT SIM in the Terminated State is no longer registered, and cannot transmit data, on the Sprint IoT Networks or an International IoT Network. If an IoT SIM in the Terminated State was activated on a Business Plan that includes data pooling, then the device's unused data will remain in the data pool until the subsequent billing period.

## 10. PROVISIONING AND RETURNS FOR SPRINT-PROVIDED PRODUCTS.

- 10.1. Shipping.** Sprint will ship Products to the delivery location specified in Customer's Order. Risk of loss to the Products passes to Customer upon the Products' arrival at the delivery location. Sprint may charge a shipping fee to Customer based on the number and type of wireless Products and the shipping method used. Title to the Products will pass to Customer upon Sprint's receipt of payment in full for the Products.
- 10.2. Returns.** For details on Sprint's return policy, please visit [sprint.com/returns](http://sprint.com/returns). Sprint may change its return policy from time-to-time without notice, provided that Customer will have a minimum of 14 days to return Products. Customer may reject Products or shipments that are visibly damaged or defective ("Nonconforming Products"). Customer must return Nonconforming Products in accordance with Sprint's return policy or Customer will be deemed to have accepted the Products. Sprint will pay all reasonable ground transportation freight charges associated with returns of Nonconforming Products.
- 10.3. Cold Device Policy.** If Customer receives a subsidy or discount off of the Suggested Retail Price for any Sprint-provided Product purchased under Customer's Sprint business account, then Customer must (A) activate the Product on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the Product, and (B) keep the Product activated on its account for a minimum of 60 days. If Customer fails to comply with these requirements, and does not return the Product to Sprint within 60 days of the date Sprint ships the Product, then Sprint reserves the right to bill Customer for the amount of the subsidy or discount.
- 10.4. Sprint Wireless Recycling Program.** The Sprint Wireless Recycling Program provides two options for recycling used wireless Products, including accessories: (A) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint wireless Products, and (B) Sprint accepts any wireless Product and donates the net proceeds that result from those Products to the 1Million Project Foundation.

## 11. CURIOSITY IoT SERVICES POLICIES.

- 11.1. Lost or Stolen Product Policy.** If Customer's Product, activated on the Curiosity Core Network, is lost or stolen, Customer must promptly deactivate the associated IoT SIM or place such IoT SIM in pause mode or deactivated state. Customer is responsible for all Service usage charges associated with the IoT SIM before Customer either deactivates the IoT SIM or places it in pause mode, and Customer will remain liable for any charges related to each IoT SIM's current state. A lost or stolen Product remains subject to the applicable Minimum Service Term and Sprint may not waive any applicable early termination fees if Customer chooses to terminate Service as a result of the loss or theft.
- 11.2. Device Protection.** Device protection plans are not available with Curiosity IoT Services.
- 11.3. Fraud Policy.** Customer will promptly notify Sprint Customer Care of any suspected fraudulent use of Products or Services. Customer is responsible for all costs and procedures associated with fraudulent use of IoT devices, IoT SIMs, Curiosity IoT Services or the Bundled Service, such as subscription fraud, cloning or network fraud, or fraud occurring in connection with Customer's agents, employees, or representatives, such as employee-related theft. Replication or cloning of physical access devices or electronic identifiers to enable multiple sessions is prohibited. At any time for fraud management, Sprint can suspend or vary the Curiosity IoT Services immediately and without prior notice. In the case of suspected fraud, Sprint will attempt to contact Customer before interrupting Curiosity IoT Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- 11.4. Location Based Services.** To the extent an IoT SIM involves a Location Based Service, Customer must ensure that each End User using such device is properly notified in accordance with the CTIA Best Practices and Guidelines for Location-Based Services, which can be found at <https://www.ctia.org/the-wireless-industry/industry-commitments/best-practices-and>

guidelines-for-location-based-services. In addition, for International IoT Services, Customer must provide any applicable notification and comply with all regulatory rules or requirements, statutes or obligations applicable to Location Based Services in the jurisdiction where the International IoT Services are provided. CUSTOMER WILL INDEMNIFY AND DEFEND SPRINT AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY END USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON IoT SIMs.

- 11.5. Business Plans and Features.** Certain Products require specific Business Plans for operation on the Curiosity Core Network. Certain Business Plans, Business Plan add-ons, features and equipment discounts may not be available on all Products. Access to the Curiosity Core Network may require installation of separate software depending on the Product.
- 11.6. Product Content.** Customer's Products may contain sensitive or personal information. Sprint is not responsible for any information on Customer's Products, including sensitive or personal information. Customer should remove or otherwise safeguard any sensitive or personal information when Customer relinquishes, exchanges, returns, or recycles a Product. If Customer exchanges, returns, or recycles Products through Sprint, Customer must remove all data from Products before providing them to Sprint.
- 11.7. Network Access.** Sprint may refuse activation, or block access to the Curiosity Core Network, for Products that are incompatible with the Curiosity Core Network, or for any reason that protects the interests of Sprint's customers or the Curiosity Core Network, including for Products that are lost or stolen, or that have been terminated or suspended for nonpayment.
- 11.8. 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).

## 12. CUSTOMER'S RESPONSIBILITY AND LIABILITY

- 12.1. Trouble Reporting.** Customer will report any trouble with respect to the Curiosity IoT Services to Sprint only upon reasonable verification that the trouble is due directly to issues with the Curiosity IoT Services and not to elements or conditions within the reasonable control of Customer.
- 12.2. Interference.** Customer's agents, employees, and representatives may not interfere with the Facilities, the Curiosity Core Networks, an International IoT Network, or the Curiosity IoT Services in a way as to impair the quality of service provided by Sprint to its customers, and Customer will be liable for any interference caused by End Users. Notwithstanding this prohibition, upon discovery of interference by either Sprint or Customer, the party discovering the interference will promptly notify the other party, and Customer will promptly order the agent, employee, representative, or End User to cease the act(s) constituting the interference. Sprint, concurrent with notice to Customer, may suspend or terminate the Curiosity IoT Services to Customer or the End User and require Customer to take appropriate action to eliminate the use or interference by Customer, the agent, employee, representative, or End User.
- 12.3. Responsibility for Customer's Vendors/Contractors.** Customer may request that Sprint work with one or more of Customer's vendors or contractors in order for Sprint to help facilitate Customer's provisioning of the Curiosity IoT Services, and if Sprint works with such vendor or contractor, in all such cases Customer is responsible for the actions of such vendors or contractors.
- 12.4. Compliance with Applicable Law.** Customer is responsible for complying with all applicable U.S. and foreign laws, rules, orders, and regulations governing the provision of its Bundled Service(s) and IoT Devices to End Users, and all applicable data protection and privacy laws and regulations with respect to any personal data of an End User that Customer may collect and process in connection with the use of the Curiosity IoT Service or IoT SIMs. Sprint does not represent or warrant, and nothing in this Annex or the Agreement will be construed to mean, that any Sprint Products, Services or notices that Sprint requests Customer to provide to End Users, will put or keep Customer in compliance with any laws, rules, or regulations.
- 12.5. Data Protection and Privacy.** Customer (i) is fully responsible for any unauthorized collection, disclosure, disposal or use of, or access to, personal data in Customer's possession or under Customer's control that relates to an End User's use of the IoT SIM 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 it collects about its End Users, (b) how it uses that information, (c) how it secures that information, and (d) to whom it discloses 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 Customer may process with respect to an End User.
- 12.6. Export Laws.** Customer 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.
- 12.7. Responsibility for End Users and the Bundled Service.**
  - A. End Users.** If Customer is providing a Bundled Service, Customer is responsible and liable for all services necessary to provide the Bundled Service, such as End User credit verification, billing, collection, customer service and support, and all risks and expenses in connection with, related to, or arising out of the provision of the Bundled Service. Customer will not direct any End Users to Sprint for any customer care issues. Customer will not make any representation, warranty, or covenant to any End User that would misrepresent or conflict with the Agreement. Customer may provide written terms and conditions of service to End Users.

- B. Subpoena Compliance.** If Customer receives a subpoena relating to End User billing records or any End User information, Customer will comply with the subpoena. If the subpoena requests information not in Customer's possession, Customer will promptly contact Sprint for assistance in compliance with the subpoena. If Customer either: (i) fails to comply with the subpoena; or (ii) when applicable, fails to promptly contact Sprint for assistance, and if Sprint is fined as a result of Customer's failure described in (i) or (ii) above, Customer will reimburse Sprint for the amount of the fine.
- C. Electronic Surveillance.** If Customer receives a court order relating to electronic surveillance of an End User, Customer will comply with the court order and will promptly contact Sprint for technical assistance in performing the electronic surveillance and will provide any additional information that Sprint requests related to the surveillance, including the court order. If Customer either: (i) fails to comply with the court order; or (ii) fails to promptly contact Sprint for technical assistance in performing the electronic surveillance, and if Sprint is fined as a result of Customer's failure described in (i) or (ii) above, Customer will reimburse Sprint for the amount of the fine. If Sprint receives a court order relating to a subpoena or electronic surveillance of an IoT device or an End User, Customer will promptly cooperate with all of Sprint's requests.

### 13. INSURANCE.

- 13.1. Required Coverages.** If Customer is providing a Bundled Service, Customer will provide and maintain at its own expense the following insurance against liability arising in any way out of the provision of the Bundled Service: (i) Commercial General Liability insurance (including but not limited to, contractual liability insurance) with a limit of \$1,000,000 for any one occurrence, \$2,000,000 General Aggregate, (ii) Workers' Compensation in compliance with the laws of the state(s) wherein Customer's operations occur, with Employers Liability insurance in the amount of \$500,000 each accident, \$500,000 by Disease each employee and \$500,000 by Disease, Policy limit; (iii) Business Automobile Liability insurance covering all vehicles used in connection with Customer's operations with a combined single limit of \$1,000,000; and (iv) Umbrella form excess liability insurance with limits of not less than \$5,000,000. All policies will be "occurrence" form.
- 13.2. Policy Requirements.** All insurance policies will be issued by companies authorized to transact business in the state(s) where the Bundled Service will be provided and who hold a current rating of not less than A-, VII according to A.M. Best. Sprint will be named as an additional insured on all liability insurance policies required herein. Each insurance policy will contain a waiver of subrogation in favor of Sprint. Each insurance policy will be endorsed to give Sprint at least 30 days' prior written notice of cancellation, and Customer agrees that it will immediately notify Sprint of any reduction or possible reduction in the limits of any such policy where such reduction, when added to any previous reduction, would reduce coverage below the limits required herein. Customer's insurance will be primary for services provided under the Agreement while Sprint's insurance will be excess and non-contributory to any insurance coverage provided by Customer.
- 13.3. Proof of Insurance.** Customer will provide proof of insurance either in the form of a Certificate of Insurance (ACORD form 25 or equivalent) or a web based Memorandum of Insurance. Such proof will be provided within 15 days of Sprint's provision of IoT Services to Customer, and again within 15 days of the renewal or replacement of each policy. Certificates will be sent to:
- Sprint Corp.  
KSOPHT0101-1A432  
6391 Sprint Pkwy  
Overland Park, KS 66251
- 13.4. Subcontractors.** Customer will require any subcontractor working for Customer in connection with Customer's operations to meet all of the above insurance requirements, including providing a Certificate of Insurance and including Sprint as an additional insured on all liability policies.

- 14. 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 IoT SIMs, IoT devices, other devices, or other products, accessories, systems, or procedures.

### 15. INDEMNIFICATION

- 15.1. Customer Indemnification for Bundled Services.** If Customer is providing a Bundled Service, then in addition to any other applicable indemnification provisions contained in the Agreement, Customer will indemnify and defend Sprint, Sprint's directors, officers, employees, agents, and their successors and assigns (separately and collectively, the "Sprint Indemnitee"), from and against all claims or complaints for damages, losses, liabilities or expenses (including any penalty, interest, and reasonable attorneys' fees), relating to or arising out of Customer's provision of the Bundled Service or an End User's use of the Curiosity IoT Services or Bundled Services, including without limitation, claims or complaints related to or arising out of the following:
- A.** libel, slander, infringement of copyright, or invasion of privacy from the material transmitted over the Facilities by Customer or its End Users;
  - B.** Customer's breach of its obligations in Section 3(k) ("Sanctioned Countries") or Section 12(e) ("Data Protection and Privacy");
  - C.** any wiretapping or other surveillance that Customer may direct Sprint to undertake; or
  - D.** coverage maps, performance, quality, functionality, or any other claim related to the Bundled Service.

**15.2. Sprint Rights.** The provisions related to limitations of liability in the Agreement do not apply to Customer's obligations under this Section 15. If Customer fails to indemnify Sprint as provided in this Section 15, Sprint may exercise against Customer any right or remedy under the Agreement and any other right or remedy that Sprint may have (now or hereafter existing) at law, in equity, or under statute.

**16. EARLY TERMINATION BY SPRINT.** If Sprint ceases to be permitted by a governmental authority to provide Curiosity IoT Services and such event would materially impact Sprint's ability to provide Curiosity IoT Services to Customer, Sprint may terminate the affected Curiosity IoT Services without any liability by giving Customer at least 30 days' prior written notice.

**17. DEFINITIONS.**

- (a) "Applications" are software programs that perform particular tasks.
- (b) "Bundled Service" means the non-Sprint branded service provided by Customer to End Users that combines IoT Devices, the Curiosity IoT Services provided to Customer by Sprint under the Agreement, and the unique value-added services provided by Customer (which may not be merely a device).
- (c) "Business Plans" means Sprint wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.
- (d) "Curiosity Core Network" means Sprint's dedicated IOT network used to provide Curiosity IoT Services to SIMs managed by the Curiosity IOT platform in the United States. The Curiosity Core Network is a wideband OFDM LTE technology, including network components, based in part on the standards for LTE developed by the 3rd Generation Partnership Project (3GPP), or successor technologies, owned or controlled by Sprint, Sprint Affiliates or partners.
- (e) "Curiosity IoT Services" means the data and SMS services that operate on the Curiosity Core Network or an International IoT Network and that allow machines to transport data to other machines in a predetermined process provided to Customer by Sprint as described in the Agreement.
- (f) "Customer Line" means an IoT SIM or an IoT Device (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially responsible.
- (g) "Domestic" means the 50 states of the United States and the District of Columbia, unless stated otherwise.
- (h) "Domestic Roaming" means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- (i) "End User" means any third party using the IoT SIMs, devices, or Products.
- (j) "Facilities" means the telecommunications switching equipment, cell site transceiver equipment, connecting circuits, software, third party networks, and other equipment installed, maintained, expanded, modified, or replaced by Sprint to provide Curiosity IoT Services.
- (k) "Geographic Region" means the regional locations, if any, identified in the applicable pricing attachment for International IoT Services.
- (l) "International IoT Network" consists of third party carrier networks that support LTE and are utilized by Sprint to provide Curiosity IoT Services outside of the United States via one or more IoT SIMs. Network technologies are provided at the third-party carrier's sole discretion and may change from time to time. Sprint will use commercially reasonable efforts to provide advance notice to Customer of any material changes to the supported network technologies.
- (m) "International IoT Services" means IoT services provided over an International IoT Network using IoT SIMs.
- (n) "IoT Device" means a third party device that (a) operates on the Curiosity Core Network or an International IoT Network; (b) has been approved and certified by Sprint for use with IoT Services provided on the Sprint IoT Network, or a device that meets the required European Telecommunications Standards Institute (ETSI) standards for GSM network compatibility and supports the correct frequency bands for Curiosity IoT Services provided on an International IoT Network; and (c) (i) End Users use with Curiosity IoT Services, or (ii) has been integrated, by Customer, into the Bundled Service, in each case in a manner that has been approved by Sprint.
- (o) "IoT SIM" means the card or chipset used on the Curiosity Core Network or an International IoT Network and managed through the Curiosity platform, that contains the designated PLMN ID and IMSI range designated by Sprint, and utilizes a non-dialable mobile station international subscriber directory number ("MSISDN"), in accordance with this Annex and the Agreement.
- (p) "Location Based Service" means any Service or Application that uses, accesses, tracks or discloses the location of an IoT SIM.
- (q) "MRC" means monthly recurring charge.

- (r) "Product(s)" is defined in the Agreement, but for purposes of this Curiosity IoT Services Product Annex, "Product(s)" also includes, if applicable, Customer-provided wireless devices that are used on the Curiosity Core Network.
- (s) "Roaming" means data service provided on another wireless carrier's network through agreements established by Sprint.
- (t) "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.