

SPRINT MACHINE-TO-MACHINE SERVICES PRODUCT ANNEX

The following product-specific terms and conditions in this Sprint Machine-to-Machine Services Product Annex ("**Annex**"), together with the applicable service agreement for Sprint Machine-to-Machine Services ("**Agreement**"), govern Sprint's provision and Customer's use of Sprint Machine-to-Machine Services ("**M2M**"). Capitalized terms are defined in section 9 ("**Definitions**") of this Annex if not otherwise defined in the Agreement or the Wireless Services Product Annex.

1. SALE OF M2M SERVICES

1.1. General. Sprint will provide and sell M2M Services to Customer, and Customer will purchase M2M 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 M2M Service for resale to other parties.

1.2. Bundled Service.

A. General. In addition to using M2M Services for Customer's own internal use, Sprint authorizes Customer to provide M2M Services as part of a Bundled Service as more fully described in the Agreement and this Annex. If Customer will not be using M2M Services solely for its internal use, then Customer must provide M2M Services only as part of a Bundled Service. Customer may not market or sell M2M Services as a standalone service. Further, Customer may not invoice End Users separately for M2M Services but instead must incorporate the cost of M2M 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 M2M Services as part of a Bundled Service.

B. 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 1.2.B. If Customer violates or threatens to violate this subsection, (i) 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 (ii) Customer may not raise the defense of an adequate remedy at law.

1.3. Relationship to Pricing. The provisions of this section 1 and the applicable pricing attachment(s) to the Agreement are not severable.

2. SCOPE OF SERVICE

2.1. Limitation on Scope of M2M Service.

A. General. Customer agrees that (i) M2M Services are available to M2M Devices only within the operating range of the Sprint M2M Networks or, if applicable, an International M2M Network; and (ii) M2M 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; or failure by third-party suppliers. 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 M2M Service refusal, interruption, curtailment, or other limitation provided above.

B. Data Services. Sprint is not a publisher of third party content that can be accessed through M2M Services. Sprint is not responsible for any content, including information, opinions, advice, statements, or services that are provided by third parties and accessible through M2M Services or any damages resulting therefrom. Sprint does not guarantee the accuracy, completeness, or usefulness of information that is obtained through the M2M Services. Sprint makes no representations or warranties regarding the provider, scope or nature of the content, or services that will be available through M2M Services.

2.2. Coverage Maps. The operating ranges of the Nationwide Sprint Network, Sprint 3G Network and Sprint 4G Network are depicted on the coverage maps available at 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 Sprint M2M Networks 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 M2M Network coverage information is available by contacting Customer's Sprint Account Representative.

- 2.3. **Mobile Dialing Numbers.** Sprint will assign mobile dialing numbers ("MDN") to M2M Devices. For SIM Cards, the MDNs are non-dialable GSM numbers.
- 2.4. **Sanctioned Countries.** SIM Cards and M2M Services may not 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.
- 2.5. **International M2M Networks.** The International M2M Networks support wireless data and SMS Services, but do not support standard voice Service.
3. **BILLING.** Sprint will bill Customer as set forth in the Agreement. Customer expressly acknowledges that some charges incurred in a billing cycle may not appear on the invoice for that billing cycle and that those charges may appear on subsequent invoices. Unless otherwise stated, Sprint will prorate old and new Business Plan charges based on the date of change if Customer changes Business Plans during an invoicing cycle.

4. M2M DEVICES

- 4.1. **Acquisition.** Unless specifically provided for otherwise in the Agreement, Customer will be responsible for making its own arrangements to purchase M2M Devices from a third party. Sprint will not be responsible for the M2M Devices.
- 4.2. **Compatibility.** Customer will use, and will ensure that End Users use, only M2M Devices that comply with (a) Sprint's requirements for compatibility of devices with the M2M Services and the Facilities, including the successful completion of Sprint's device certification process for M2M Services provided over the Sprint M2M Networks; and (b) all applicable FCC, federal, state, foreign government or regulatory authority requirements for compatibility of devices with the M2M Services and the Facilities. If any device used by an Employee or End User does not comply with the standards set forth in this section 4.2, Customer will immediately terminate the service to such device. If Sprint becomes aware that any device used by an Employee or an End User does not comply with the standards set forth in this section, Sprint may immediately suspend or terminate the M2M 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 M2M Devices. Customer will procure and maintain throughout the Term, adequate and appropriate insurance to insure the M2M 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 M2M Devices.
- 4.4. **Provision of ESN.** Before Customer makes M2M Devices available for use with the M2M Services, Customer will provide to Sprint the ESN for each M2M Device.
- 4.5. **SIM Cards.** For M2M Devices operating on an International M2M Network, Customer must obtain a compatible SIM Card from a Sprint-authorized third party.
 - A. SIM Cards may only be used for M2M Services provided as part of a Bundled Service and may not be used or sold as a "GSM Gateway" device or a data-only service. Sprint may suspend or deactivate any SIM Card that is not part of a Bundled Service.
 - B. Customer may not deploy the SIM Cards within specific Geographic Regions, utilize applications to allow the M2M Device to alter steering, direct the M2M Device to a specific carrier or otherwise attempt to utilize service providers in a manner other than as directed by Sprint.

5. CUSTOMER'S RESPONSIBILITY AND LIABILITY

- 5.1. **Trouble Reporting.** Customer will report any trouble with respect to the M2M Services to Sprint only upon reasonable verification that the trouble is due directly to issues with the M2M Services and not to elements or conditions within the reasonable control of Customer.
- 5.2. **Fraud.** Customer will promptly notify Sprint Customer Care of any suspected fraudulent use of wireless Products or Services. Also, Customer will promptly notify Sprint Customer Care if an M2M Device is lost or stolen. Customer is responsible for all costs and procedures associated with fraudulent use of M2M Devices, M2M Services or the

Bundled Service, such as subscription fraud, usage on lost or stolen M2M Devices that Customer fails to deactivate, 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 M2M Services immediately and without prior notice. In the case of suspected fraud, Sprint will attempt to contact Customer before interrupting M2M Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.

- 5.3. Interference.** Customer's agents, Employees, and representatives may not interfere with the Facilities, the Sprint M2M Networks, an International M2M Network, or the M2M 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 M2M 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.
- 5.4. 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 M2M 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.
- 5.5. 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 M2M Devices to End Users, and all applicable data protection and privacy laws and regulations with respect to any personal data of an Employee or End User that Customer may collect and process in connection with the use of an M2M Device or M2M Service. 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 Employees or End Users, will put or keep Customer in compliance with any laws, rules, or regulations.
- 5.6. Data Protection and Privacy.**
 - A. Location Based Services.** To the extent an M2M Device involves a Location Based Service, Customer must ensure that each Employee and End User using such device is properly notified in accordance with the CTIA Best Practices and Guidelines for Location-Based Services, which can currently be found at http://files.ctia.org/pdf/CTIA_LBS_Best_Practices_Adopted_03_10.pdf. In addition, for International M2M 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 M2M Services are provided.
 - B. Use Information.** 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 Employee's or End User's use of the M2M Device 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 Employees and 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 Employee or End User.
- 5.7. 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.
- 5.8. 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 M2M Device or an End User, Customer will promptly cooperate with all of Sprint's requests.

5.9. Insurance.

- A. 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.

- B. 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.

- C. 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 M2M 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

- D. 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.

- 6. 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 M2M Device, other devices, or other products, accessories, systems, or procedures.

7. INDEMNIFICATION

- 7.1. 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 M2M 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 2.4 ("Sanctioned Countries"), section 5.5 ("Compliance with Applicable Law"), or section 5.6 ("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.

- 7.2. Sprint Rights.** The provisions related to limitations of liability in the Agreement do not apply to Customer's obligations under this section 7. If Customer fails to indemnify Sprint as provided in this section 7, 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.

8. **EARLY TERMINATION BY SPRINT.** If Sprint ceases to be permitted by a governmental authority to provide M2M Services and such event would materially impact Sprint's ability to provide M2M Services to Customer, Sprint may terminate the affected M2M Services without any liability by giving Customer at least 30 days' prior written notice.

9. **DEFINITIONS**

- 9.1. "**Bundled Service**" means the non-Sprint branded service provided by Customer to End Users, and which combines M2M Devices, the M2M Services provided to Customer by Sprint under the Agreement, and the unique services provided by Customer, as more specifically described in the Agreement.
- 9.2. "**End User**" means any third party using the Bundled Service.
- 9.3. "**ESN**" means the electronic serial number for each M2M Device in a form satisfactory to Sprint.
- 9.4. "**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 M2M Services.
- 9.5. "**Geographic Region**" means the regional locations, if any, identified in the applicable pricing attachment for International M2M Services.
- 9.6. "**International M2M Network**" consists of third party carrier networks that support GSM-based network technologies such as EDGE, GPRS, HSPA and HSPA+ and that are utilized by Sprint to provide M2M Services outside of the United States via one or more SIM Cards. 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.
- 9.7. "**International M2M Services**" means M2M Services provided over an International M2M Network using SIM Cards.
- 9.8. "**M2M Device**" means a device that (a) operates on the Sprint M2M Network or an International M2M Network; (b) has been approved and certified by Sprint for use with M2M Services provided on the Sprint M2M 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 M2M Services provided on an International M2M Network; and (c) (i) Employees use with M2M Services, or (ii) has been integrated, by Customer, into the Bundled Service, in each case in a manner that has been approved by Sprint.
- 9.9. "**M2M Services**" means the data and SMS services that operate on a Sprint M2M Network or an International M2M 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.
- 9.10. "**SIM Card**" means the card or chipset provided by a Sprint-authorized third party for the M2M Services to interoperate with International M2M Networks, in accordance with this Annex and the Agreement.
- 9.11. "**Sprint M2M Networks**" consists of (a) the Nationwide Sprint Network, Sprint 3G Network and/or Sprint 4G LTE Network used by Sprint to provide the M2M Services in the United States, and (b) third party carrier networks in Canada and Mexico that support CDMA-based network technologies and that are utilized by Sprint to provide M2M Services via roaming.