

ORANGE INTERNATIONAL M2M PORTAL PRODUCT ANNEX

The following terms and conditions in this Orange International M2M Portal Product Annex (“**Orange M2M Portal Annex**”), together with the Service Agreement, govern Customer’s use of the Orange International M2M Portal (“**Orange M2M Portal**”). If a conflict exists between the Service Agreement and this Orange M2M Portal Annex, the terms and conditions in this Orange M2M Portal Annex will control. Capitalized terms not otherwise defined in this Orange M2M Portal Annex are as defined in the Sprint Machine-to-Machine Services Product Annex or in the Service Agreement.

1. **Orange M2M Portal Description.** The Orange M2M Portal is a self-service device management platform that Customer will use to manage its Orange M2M Portal Devices (as defined below) and International M2M Services. The Orange M2M Portal allows Customer to order SIM Cards, check order status, pre-activate and activate SIM Cards, deactivate or re-activate Orange M2M Portal Devices, and validate connectivity via SMS. Additionally, Customer has the ability to perform tests to check if the Orange M2M Portal Device is attached to an International M2M Network at the time of the test, view daily traffic details of selected Orange M2M Portal Devices, monitor the usage of Orange M2M Portal Devices, setup notifications by e-mail or SMS in case usage is higher than expected, setup reports for Orange M2M Portal Devices to be monitored, and set traffic thresholds which, if surpassed, will result in notifications being sent to Customer.
2. **Orange M2M Portal Device Requirements.** Orange M2M Portal Devices are SIM Cards that (A) operate on an International M2M Network; (B) utilize dialable mobile device numbers (“**GSM Numbers**”); and (C) Customer provisions on the Orange M2M Portal (“**Orange M2M Portal Devices**”). Orange M2M Portal Devices may only be used on an International M2M Network. Each Orange M2M Portal Device will be assigned a GSM Number.
3. **Orange M2M Portal Device State Management.** The Orange M2M Portal allows Customer to set and manage the operational state of its Orange M2M Portal Devices. After Customer has initially provisioned an Orange M2M Portal Device (at which point the Orange M2M Portal Device is in the Deactivated State (described below)) Customer may leave the Orange M2M Portal Device in the Deactivated State for up to one year (as set forth below) or set the Orange M2M Portal Device to one of the other two device states described below.
 - 3.1 **Deactivated State.** A SIM Card is designated in the “Deactivated” State upon Customer’s acknowledgment of receipt of the SIM Card. A SIM Card must be placed in the Active State within one year of ordering. Sprint reserves the right to place a SIM Card in the Active State one year after the SIM Card was ordered. In addition, an Orange M2M Portal Device in the Active State may be placed into the Deactivated State. A Deactivated Orange M2M Portal Device has an assigned GSM Number on an International M2M Network and is registered onto, and is visible on, an International M2M Network through the Orange M2M Portal. While an Orange M2M Portal Device is in the Deactivated State, Sprint will not charge the applicable Business Plan monthly recurring charge (“**MRC**”) for that device.
 - 3.2 **Active State.** An Orange M2M Portal Device in the Active State is visible and operating on an International M2M Network, and can transmit data. While in the Active State, Orange M2M Portal Devices do not incur charges until 30KB of usage is incurred, or one SMS message is sent. Once the usage-based threshold has been met, Sprint will charge the applicable Business Plan MRC set out in the Agreement for the Orange M2M Portal Device while it is in the Active State.
 - 3.3 **Terminated State.** An Orange M2M Portal Device in the Terminated State is no longer registered, and cannot transmit data, on an International M2M Network. Once an Orange M2M Portal Device has been terminated, the device cannot be re-activated. To replace a terminated device, Customer must purchase a replacement SIM Card and Customer will be charged an Activation Fee for the replacement device. Customer must submit all termination requests to Customer’s Sprint Account Representative.
4. **Orange M2M Portal Billing**
 - 4.1 **Generally.** The Orange M2M Portal records usage and state changes based on Greenwich Mean Time (GMT). Unless otherwise stated, the Orange M2M Portal rounds data usage up to the next whole kilobyte. Rounding occurs at the end of each data session.
 - 4.2 **Orange M2M Portal Invoices.**
 - A. Customer will receive a monthly invoice for the Orange M2M Portal that summarizes International M2M Service usage and related charges. Customer can access Orange M2M Portal Device-level daily data usage via the Orange M2M Portal. Detailed billing information is available by contacting Customer’s Sprint Account Representative.
 - B. Sprint will bill Customer for International M2M Services separately from other Products and Services. The Sprint bill cycle for International M2M Services may differ from the bill cycle for M2M Services

provided in the United States, Canada and Mexico. Customer must provide a United States-based location to which Sprint will send invoices. All billing and payment for International M2M Services will be in United States dollars.

- 4.3 Orange M2M Portal Device State Change Fees.** Each time an Orange M2M Portal Device 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.
- A. Activation Fee.** Sprint will assess an Activation Fee when Customer orders an Orange M2M Portal Device.
 - B. Deactivation Fee.** Sprint will assess a Deactivation Fee when an Orange M2M Portal Device enters the Deactivated State from an Active State.
 - C. Termination Fee.** Sprint will assess a Termination Fee when an Orange M2M Portal Device enters the Terminated State from any other state.
- 4.4 Third-Party Applications.** Customer may enable third-party applications on Orange M2M Portal Devices. These applications may cause the Orange M2M Portal Device to transmit more data than Customer anticipated. Customer is responsible for all data usage charges incurred by Orange M2M Portal Devices, even if due to the third-party application. Sprint recommends that Customer understand any application's expected data usage when selecting the appropriate Sprint Business Plan for its Orange M2M Portal Devices.
- 4.5 Other Functions.** If Customer uses functions outside of those listed in this Orange M2M Portal 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.