

**ADDENDUM 3**  
**SPRINT MACHINE-TO-MACHINE SERVICES PRODUCT ANNEX**

**1. RELATIONSHIP OF THE PARTIES**

**1.1 Subscribing Entities.** Sprint will provide and sell Sprint Machine-to-Machine Services ("M2M") to Subscribing Entity, and Subscribing Entity will purchase M2M Services from Sprint under the terms and conditions set forth in the Service Attachment. Sprint authorizes Subscribing Entity to use M2M Services as a Bundled Service as more fully described in the Service Attachment. Subscribing Entity agrees that the M2M Services may only be utilized by Subscribing Entity on Subscribing Entity-Liable Active Units, and shall not be re-sold to any third party in any other manner. No provision of the Service Attachment will be construed as vesting in Subscribing Entity any control whatsoever in any facilities and operations of Sprint, including the Facilities, or the operations of any Sprint Affiliate or contractual third party of Sprint. Subscribing Entity will not represent itself as an FCC, federal, or state certified licensee for Sprint by reason of the Service Attachment. Subscribing Entity 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 Relationship to Pricing.** The provisions of this Section 1 and the applicable pricing in Service Attachment #1 are not severable.

**2 SCOPE OF SERVICE**

**2.1 Limitation on Scope of M2M Service**

**2.1.1 General.** Subscribing Entity agrees that (i) M2M Services are available to M2M Devices only within the operating range of the Sprint Networks or the Sprint 4G 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; or Facilities changes, modifications, updates, relocations, repairs, maintenance, or other similar activities necessary for the proper or improved operation of the Facilities. Sprint is not liable to Subscribing Entity or End Users with respect to any claim or damage related to or arising out of or in connection with (i) any coverage gap or (ii) any M2M Service refusal, interruption, curtailment, or other limitation provided above.

**2.1.2 Data Services.** Sprint is not a publisher of third party content that can be accessed through M2M Services. Sprint is not responsible to Subscribing Entity or End Users 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.** M2M Services are available within the operating range of the applicable Sprint Network, which is depicted on the coverage maps available at [www.sprint.com](http://www.sprint.com). Network coverage maps are good faith approximations of outdoor coverage; actual coverage area may vary. Sprint is not liable to Subscribing Entity or End Users for any claim or damage related to or arising out of or in connection with any map information, including the accuracy thereof.

**2.3 MDN.** Sprint will assign mobile dialing numbers ("MDN") to M2M Devices.

**2.4 Billing.** Sprint will bill Subscribing Entity as set forth in the Service Attachment. Subscribing Entity 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 service plan charges based on the date of change if Subscribing Entity changes service plans during an invoicing cycle.

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**2.5 Data Pooling.** If data pooling is allowed in a service plan, then the monthly data allowances of all M2M Devices in the same Pooling Group are added together, and then each M2M Device uses the data on a first come, first served basis. Once all of the data in the Pooling Group is used for the billing period, then Sprint will charge overage to each M2M Device that uses excess data at that specific M2M Device's overage rate.

**A. Changing Plans.** If an M2M Device changes plans in the middle of a billing period and the new plan is in a different Pooling Group, then that M2M Device's data allocation from the new plan pools with the new Pooling Group, and that M2M Device's data usage from that point forward pulls from the new Pooling Group's data allocation. If that M2M Device had overages before Subscribing Entity changed plans, then Sprint will charge overages at the previous plan's overage rates but any overages incurred after the plan change will be charged at the new plan's overage rate. Subscribing Entity is allowed only one (1) plan change per M2M Device per billing period.

**3 SUBSCRIBING ENTITY'S RIGHTS AND OBLIGATIONS**

**3.1 Devices From Third Parties**

**3.1.1 Acquisition.** Unless specifically provided for otherwise in the Service Attachment, Subscribing Entity will be responsible for making its own arrangements to purchase M2M Devices from a third party. Subscribing Entity will procure and maintain throughout the TSR Order 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 will not be responsible for the M2M Devices.

**3.1.2 Compatibility.** Subscribing Entity and End Users will use only M2M Devices that comply with (i) Sprint's requirements for compatibility of devices with the M2M Services and the Facilities, including the successful completion of Sprint's device certification process; and (ii) all applicable FCC, federal, or state requirements for compatibility of devices with the M2M Services and the Facilities. If any device used by an End User does not comply with the standards set forth in this section 3.1.B, Subscribing Entity will immediately terminate the Bundled Service to such device. If Sprint becomes aware that any device used by Subscribing Entity 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.

**3.1.3 No Sprint Responsibility for Subscribing Entity Devices.** Sprint is not responsible to Subscribing Entity or any End User for the operation, testing, maintenance, transportation, handling, transfer, loading, or unloading of any M2M Devices procured from any organization other than Sprint at any time. Sprint is not required to make any changes, modifications, or additions to its equipment, operations, or Facilities to accommodate Subscribing Entity or the M2M Devices provided by Subscribing Entity.

**3.1.4 Provision of ESN.** Before Subscribing Entity makes M2M Devices available to End Users, Subscribing Entity will provide to Sprint the ESN for each M2M Device.

**3.2 Subscribing Entity's Responsibility and Liability.** Subscribing Entity 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 Subscribing Entity. Subscribing Entity will not make any representation, warranty, or covenant to any End User that would misrepresent or conflict with the Service Attachment.

**3.3 Subscribing Entity's Responsibility for Fraud.** Subscribing Entity will promptly notify Sprint Customer Care of any suspected fraudulent use of wireless Products or Services. Also, Subscribing Entity will promptly notify Sprint Customer Care if an M2M Device is lost or stolen. Subscribing Entity is

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responsible for all costs and procedures associated with End User fraud, such as subscription fraud, fraud associated with the use of the M2M Services, or usage on lost or stolen M2M Devices that Subscribing Entity fails to deactivate, as well as cloning or network fraud, or fraud occurring in connection with Subscribing Entity's agents 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 Subscribing Entity before interrupting M2M Services. Subscribing Entity will cooperate with Sprint in the investigation and resolution of the incident.

**3.4 Interference.** Subscribing Entity's agents, representatives, and End Users may not interfere with the Facilities, the Sprint Networks or Sprint 4G Network, or the M2M Services in a way as to impair the quality of service (QoS) provided by Sprint to its Subscribing Entities. Notwithstanding this prohibition, upon discovery of interference by either Sprint or Subscribing Entity, the party discovering the interference will promptly notify the other party, and Subscribing Entity will promptly order the agent, employee, representative, or End User to cease the act(s) constituting the interference. Sprint, concurrent with notice to Subscribing Entity, may suspend or terminate the M2M Services to Subscribing Entities or the End User and require Subscribing Entity to take appropriate action to eliminate the use or interference by Subscribing Entity, the agent, employee, representative, or End User.

**3.5 Responsibility for Subscribing Entities' Vendors/Contractors.** Subscribing Entities may request that Sprint work with one or more of Subscribing Entity's vendors or contractors in order for Sprint to help facilitate Subscribing Entity's provisioning of the M2M Services, and if Sprint works with such vendor or contractor, in all such cases Subscribing Entity is responsible for the actions of such vendors or contractors.

**3.6 Privacy**

- A. To the extent an M2M Device involves a location-based service, Subscribing Entity must ensure that each End User 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](http://files.ctia.org/pdf/CTIA_LBS_Best_Practices_Adopted_03_10.pdf).
- B. Subscribing Entity (a) is fully responsible for any unauthorized collection, access, disclosure, and use of information relating to End User's use of the M2M Device including, without limitation, location information; (b) will implement administrative, physical, and technical safeguards to protect the same; (c) will maintain an up-to-date privacy policy that fully explains (i) what information it collects about its End Users, (ii) how it uses that information, (iii) how it secures that information, and (iv) to whom it discloses that information; and (d) will comply with all applicable laws, including without limitation data security, privacy, marketing, and consumer protection laws. Sprint does not represent or warrant, and nothing in the Service Attachment shall be construed to mean, that any Sprint Products or Services will put or keep Subscribing Entity in compliance with any laws, rules, or regulations.

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**4 MODIFICATIONS.** Sprint may, in its sole discretion, change or update the Facilities or Sprint's operations, equipment, software, procedures, or services. Sprint will not be liable to Subscribing Entities or to End Users 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.

**5 DEFINITIONS**

**5.1 "End User"** means Subscribing Entity or any authorized user of Subscribing Entity using the M2M Service on a M2M Device that is a Subscribing Entity- Active Unit under Subscribing Entity's CorpID.

**5.2 "ESN"** means the electronic serial number for each M2M Device in a form satisfactory to Sprint.

**5.3 "Facilities"** means the telecommunications switching equipment, cell site transceiver equipment, connecting circuits, software, and other equipment installed, maintained, expanded, modified, or replaced by Sprint to provide M2M Services.

**5.4 "FCC"** means the Federal Communications Commission or any successor agency.

**5.5 "M2M Services"** means the data only service that operates on the Sprint Networks or the Sprint 4G Network that allows machines to transport data to other machines in a predetermined process provided to Subscribing Entities by Sprint as described in the Service Attachment.

**5.6 "MDN"** means a mobile device number assigned to an M2M Device by Sprint under the Service Attachment.

**5.7 "Sprint 4G Network"** means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.

**5.8 "Sprint Networks"** means the Nationwide Sprint Network, Sprint 3G Network, and/or Nextel National Network used by Sprint to provide the M2M Services.

**5.9 "M2M Device"** means a Subscribing Entity-Active Unit device that operates on the Nationwide Sprint Network, Sprint 3G Network, Sprint 4G Network, or the Nextel National Network; that has been approved and certified by Sprint for use in an M2M Services; and that has been integrated, by Subscribing Entity, for use with the M2M Services in a manner that has been approved by Sprint.