

## SPRINT COMMAND CENTER PRODUCT ANNEX

The following terms and conditions in this Sprint Command Center ("**Command Center Product Annex**"), together with the Service Agreement govern Customer's use of Sprint Command Center ("**Command Center**"). If a conflict exists between the Service Agreement and this Command Center Product Annex, the terms and conditions in this Command Center Product Annex will control. Capitalized terms not otherwise defined in this Command Center Product Annex are as defined in the Service Agreement.

- 1. Command Center Description.** Command Center generally consists of the self-service device management platform that Customer will use to manage its M2M Devices, which are machine-to-machine devices that operate on the Sprint Nationwide Network and the Sprint 3G Network but are not purchased from Sprint and are not handsets and that are provisioned on Command Center ("**Command Center Devices**"), and wireless services (machine-to-machine connectivity), including without limitation provisioning, cancelling, suspending, un-suspending, reporting on usage, and billing. Command Center allows Customer to self-manage device states from initial provisioning; activation (either manually or automatically); suspension; un-suspension (either manually or automatically); cancellation; and re-activation of previously cancelled Command Center Devices. Command Center allows Customer to run various reports, including detailed billing records at individual Command Center Device and group levels (excludes taxes and applicable credits and discounts); detailed usage (data and SMS text) reporting at individual Command Center Device and group levels; monthly billing summary (excludes taxes and applicable credits and discounts).
- 2. Command Center Provisioning.** Customer must provide Sprint information necessary to provision Command Center Devices onto Command Center (which typically consists of electronic serial numbers ("**ESNs**").
- 3. Command Center Device Requirements**
  - 3.1** All Command Center Device mobile device numbers must utilize non-dialable numbers; and
  - 3.2** Customer will only use Command Center Devices in the Domestic USA.
- 4. Command Center Migrations.** With Sprint's prior written approval which can be withheld in Sprint's sole discretion, Customer may migrate existing M2M Devices currently on the Nationwide Sprint Network or the Sprint 3G Network to Command Center. However, the migrations will require 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 work with 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, including without limitation M2M Devices that fail to migrate, arising from the migration.
- 5. Command Center Device State Management and Related Billing.** Command Center allows Customer to set and manage the operational state of its Command Center Devices. After Customer has initially provisioned the Command Center Devices (at which point the Command Center Device is in Provisioned State (defined below)), Customer may set the Command Center Device into an Active-Billed State, Suspended State, or Cancelled State. When Command Center Devices are in the Active-Billed State, Sprint will charge the monthly recurring charges as set out in the Service Agreement. If Customer uses functions outside of those listed in this Agreement and Sprint incurs a cost due to Customer's actions, Sprint will pass-through the cost to Customer, and Customer agrees to pay the cost.
  - 5.1** Command Center records usage and state changes based on Greenwich Mean Time ("**GMT**").
  - 5.2** Command Center data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each data session.
  - 5.3** M2M Devices on Command Center may use a third-party application or may be managed via a hosted third-party application that could cause the M2M Device to transmit more data than originally expected. Customer is responsible for all data usage charges, even if due to the third-party application and even if not anticipated. Sprint recommends that Customer work closely with its application provider to understand the expected data usage and then that Customer selects the appropriate plan.
  - 5.4 Definitions of Command Center Device States.** Command Center allows Command Center Devices to be in various states as described below:
    - A. Provisioned State.** A Command Center Device in the Provisioned State has been registered onto the Sprint Nationwide Network or the Sprint 3G Network. While in the Provisioned State, the

Command Center Device is active on the Sprint Nationwide Network or the Sprint 3G Network and can pass traffic. The Command Center Device remains in the Provisioned State until (i) Customer moves it to the Active-Billed State or Cancelled State or (ii) the Command Center Device exceeds the time-based or usage-based thresholds set out in the Service Agreement. While in the Provisioned State, Sprint does not charge the monthly recurring charge. Sprint will, however, charge Customer for usage (up to the threshold amount) on the Command Center Device at the overage rates specified in the Service Agreement.

- B. Active-Billed State.** While in the Active-Billed State, the Command Center Device is visible and operating on the Sprint Nationwide Network or the Sprint 3G Network. Sprint will charge the monthly recurring charge set out in the Service Agreement for the Command Center Device while it is in Active-Billed State.
- C. Suspended State.** While in the Suspend State, the Command Center Device is visible on the Sprint Nationwide Network or the Sprint 3G Network and *can* pass traffic, but Sprint will not charge the monthly recurring charge set out in the Service Agreement. Once the Command Center Device begins to pass traffic and the defined usage threshold is exceeded, the Command Center Device is automatically switched to the Active-Billed State. If a Command Center Device has been in Suspended State for the maximum time allowed as set forth in the Service Agreement, it will automatically switch the Active-Billed State and Sprint will begin charging the monthly recurring charge also set forth in the Service Agreement. While in the Suspended State, Sprint will charge for usage at the overage rate set out in the Service Agreement.
- D. Cancelled State.** A Command Center Device in the Cancelled State is no longer registered on the Sprint Nationwide Network or the Sprint 3G Network and cannot transmit data on the Sprint Nationwide Network or the Sprint 3G Network. If the Command Center Device's plan is part of a pool of usage, then the unused usage will remain in the usage pool until the subsequent billing period.

**5.5 Command Center Invoices.** Customer will receive a monthly summary invoice for Command Center. Customer can access Command Center Device-level rating and billing information in Command Center (via reporting). Customer's bill cycle for Command Center may be different from its bill cycle for wireless services. Customer's bill cycle for Command Center will be the first day of the month through the last day of the month. Sprint will prorate the monthly recurring charge based on the number of days the Command Center Device is in the Active-Billed State. If Customer changes which service plan a Command Center Device is on, the service plan change is not prorated and is not effective until the first day of the next billing cycle.

**5.6 Command Center Device State Change Fees.** Each time a Command Center Device is changed from one state to another, Sprint will charge a per event fee. The applicable fees are set out in the Service Agreement.

- A. Activation Fee.** Sprint will assess a per event fee when a Command Center Device first enters the Active-Billed State from any other state. If a Command Center Device has been in a Cancelled State for over 12 months, then Sprint will assess a per event fee when that Command Center Device enters the Active-Billed State.
- B. Suspend Fee.** Sprint will assess a per event fee when a Command Center Device enters the Suspended State from either the Provisioned State or the Active-Billed State.
- C. Un-Suspend Fee.** Sprint will assess a per event fee when a Command Center Device enters the Active-Billed State from the Suspended State.
- D. Cancellation Fee.** Sprint will assess a per event fee when a Command Center Device enters the Cancelled State from any other state.
- E. Re-activation Fee.** If a previously cancelled Command Center Device enters the Active-Billed State within 12 months from the date the Command Center Device entered the Cancelled State, then Sprint will assess a per event fee when that previously cancelled Command Center Device enters the Active-Billed State. The Re-activation Fee will apply only if the Command Center Device is provisioned with the same MDN that was originally assigned to the Command Center Device. If that Command Center Device uses a different MDN than originally assigned, then an Activation Fee will apply instead.
- F. Examples**

Scenario	Command Center Device State Change Fee	Proration of MRC
1. Command Center Device cancelled on 01/10/11 2. Command Center Device re-activated on 04/05/11 with same MDN 3. Command Center Device moved to Active-Billed State on 04/05/11 or later	1. Cancellation Fee 2. No state change fee 3. Re-activation Fee	MRC prorated based on number of days in Active-Billed State
1. Command Center Device cancelled on 01/10/11 2. Command Center Device re-provisioned on 04/05/11 with new MDN 3. Command Center Device moved to Active-Billed State on 04/05/11 or later	1. Cancellation Fee 2. No state change fee 3. Activation Fee	MRC prorated based on number of days in Active-Billed State
1. Command Center Device suspended on 01/10/11 2. Command Center Device un-suspended on 01/11/11 or later	1. Suspend Fee 2. Un-Suspend Fee	MRC prorated based on number of days in Active-Billed State

**COMMAND CENTER DEVICE STATE DIAGRAM**

