SPRINT COMMAND CENTER PRODUCT ANNEX

The following terms and conditions in this Sprint Command Center Product Annex ("Command Center Product Annex"), together with the applicable service agreement for Sprint Machine-to-Machine Services ("Agreement"), govern Sprint’s provision and Customer’s use of the Sprint Command Center platform ("Command Center"). Capitalized terms not otherwise defined in this Command Center Product Annex are as defined in the Agreement or the Sprint Machine-to-Machine Services Product Annex.

1. Command Center Description. Command Center is Sprint’s self-service device management platform that Customer may use to manage its Command Center Devices (as defined below) and M2M Services. Command Center allows Customer to self-manage device states, including initial provisioning; activation (either manually or automatically); suspension; un-suspension (either manually or automatically); cancellation; and re-activation of previously cancelled Command Center Devices. In addition, Command Center allows Customer to self-manage and control device usage through tools such as usage alerts and usage block triggers, and to run various reports, including reports containing 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; and reports containing a monthly billing summary (excluding taxes and applicable credits and discounts).

2. Command Center Provisioning. In order for Customer to provision M2M Devices onto Command Center, Customer must utilize M2M Devices that contain an electronic serial number (ESN), integrated circuit card identifier (ICCID), mobile equipment identifier (MEID), or international mobile subscriber identity (IMSI). Command Center usually processes transactions in 15 minutes or less, with single device transactions typically processing in less time than bulk device transactions, but results are not guaranteed.

3. Command Center Device Requirements

3.1. Command Center Devices. Command Center Devices are M2M Devices that (A) operate on the Sprint M2M Networks, an International M2M Network (as described below), or that are capable of CDMA roaming in Canada or Mexico, (B) utilize non-dialable mobile dialing numbers ("MDNs"), and (C) Customer provisions on Command Center ("Command Center Devices").

3.2. Domicile. Command Center Devices utilizing CDMA-based network technology must be domiciled in the United States or Mexico. In addition, with Sprint’s prior written approval, which may be withheld by Sprint’s sole discretion, Command Center Devices utilizing CDMA-based network technology may be domiciled in Canada. Command Center Devices utilizing an International M2M Network may be domiciled in or outside of the United States; provided that Customer is responsible for complying with the laws and regulations of each country where the Command Center Devices are domiciled and the rules of the third party carrier providing the International M2M Network. Sprint is not responsible for any Command Center Devices that become inoperable due to Customer’s noncompliance with applicable laws, regulations, or rules.

4. Command Center Migrations. With Sprint’s prior written approval, which can be withheld by Sprint’s sole discretion, Customer may migrate M2M Devices that have been activated on the Sprint M2M Networks to Command Center. 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, M2M Devices that fail to migrate or that fail to function post-migration.

5. Command Center Device State Management. After Customer has initially provisioned a Command Center Device (at which point the Command Center Device is in the Provisioned State (defined below)), Customer may leave the Command Center Device in the Provisioned State or set the Command Center Device to one of the other three device states described below:

5.1. Provisioned State. A Command Center Device in the Provisioned State has been registered, and can pass traffic, on the Sprint M2M Networks or an International M2M Network. A Command Center Device remains in the Provisioned State until (a) Customer moves it to the Active-Billed State or Cancelled State, or (b) the Command Center Device exceeds the time-based or usage-based thresholds set out in the Agreement for Provisioned Devices. If a Command Center Device exceeds the time-based or usage-based thresholds set out in the Agreement for devices in the Provisioned State, the Command Center Device will be switched automatically to the Active-Billed State and Sprint will begin charging Customer the applicable Business Plan monthly recurring charge ("MRC") set out in the Agreement. Sprint will charge Customer for actual data usage (up to the defined threshold amount) by Command Center Devices in the Provisioned State at the overage rates specified in the selected Business Plan. Once a Command Center Device leaves the...
Provisioned State, Customer may not move the device back to the Provisioned State. Instead, the Command Center Device must be in one of the other three states set forth in this Section 5, or must be cancelled and re-provisioned. If a Command Center Device is re-provisioned within 30 days following cancellation, the Command Center Device may be re-provisioned with the prior MDN. If a Command Center Device is re-provisioned more than 30 days following cancellation, the Command Center Device must be re-provisioned with a new MDN.

5.2. **Active-Billed State.** A Command Center Device in the Active-Billed State is visible and operating on the Sprint M2M Networks or an International M2M Network. Sprint will charge the applicable Business Plan MRC set out in the Agreement for a Command Center Device while it is in the Active-Billed State.

5.3. **Suspended State.** A Command Center Device in the Suspended State is visible, and can pass traffic, on the Sprint M2M Networks or an International M2M Network. While a Command Center Device is in the Suspended State, Sprint will not charge Customer the applicable Business Plan MRC for that device; provided, however, that Sprint will charge Customer for actual data usage (up to the threshold amount) on the Command Center Device at the overage rates specified in the Agreement. If a Command Center Device exceeds the time-based or usage-based thresholds set out in the Agreement for devices in the Suspended State, the Command Center Device will be switched automatically to the Active-Billed State and Sprint will begin charging Customer the applicable Business Plan MRC set out in the Agreement.

5.4. **Cancelled State.** A Command Center Device in the Cancelled State is no longer registered, and cannot transmit data, on the Sprint M2M Networks or an International M2M Network. If a Command Center Device in the Cancelled 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.

6. **Command Center Billing**

6.1. **Generally.** Customer can access Command Center Device-level rating and billing information in Command Center (via reporting). Command Center records usage and state changes based on Greenwich Mean Time (GMT). Command Center data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each data session.

6.2. **Command Center Invoices.** Customer will receive a monthly summary invoice for Command Center. Customer's bill cycle for Command Center will be the first day of the month through the last day of the month, which may be different than Customer's bill cycle for wireless services. Sprint will prorate the Command Center Device's applicable Business Plan MRC based on the number of days the Command Center Device is in the Active-Billed State. If Customer changes a Command Center Device’s Business Plan, Customer may select the effective date of that Business Plan change, from the next day up to 60 days following the date of the selection. Customer may select as many Business Plan changes as desired, provided that a Command Center Device moving to a Business Plan with a lower MRC must have been on the higher MRC Business Plan for at least one full bill cycle before the Business Plan change can occur.

6.3. **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 as described below. The applicable fee amounts are set out in the Agreement.

   A. **Activation Fee.** Sprint will assess an Activation Fee when a Command Center Device first enters the Active-Billed State from any other state. In addition, if a Command Center Device has been in a Cancelled State for over 12 months, then Sprint will assess an Activation Fee when that Command Center Device enters the Active-Billed State.

   B. **Suspend Fee.** Sprint will assess a Suspend 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 an Un-Suspend Fee when a Command Center Device enters the Active-Billed State from the Suspended State.

   D. **Early Termination Fee.** Sprint will assess an Early Termination 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 Re-Activation Fee. 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

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Command Center Device State Change Fee</th>
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<tr>
<td>1. Command Center Device cancelled on 01/10/13</td>
<td>1. Early Termination Fee</td>
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<tr>
<td>2. Command Center Device re-activated on 04/05/13 with same MDN and moved to the Active-Billed State</td>
<td>2. Re-activation Fee</td>
</tr>
<tr>
<td>1. Command Center Device cancelled on 01/10/13</td>
<td>1. Early Termination Fee</td>
</tr>
<tr>
<td>2. Command Center Device re-provisioned on 04/05/13 with new MDN and moved to the Active-Billed State</td>
<td>2. Activation Fee</td>
</tr>
<tr>
<td>1. Command Center Device suspended on 01/10/13</td>
<td>1. Suspend Fee</td>
</tr>
<tr>
<td>2. Command Center Device un-suspended on 01/11/13 or later and moved to the Active-Billed State</td>
<td>2. Un-Suspend Fee</td>
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6.4. **Third-Party Applications.** Customer may enable third-party applications on Command Center Devices, or may manage Command Center Devices via a hosted third-party application. These applications may cause the Command Center Device to transmit more data than Customer anticipated. Customer is responsible for all data usage charges incurred by Command Center Devices, even if due to the third-party application. Sprint recommends that Customer understand any application’s expected data usage so that Customer selects the appropriate Sprint Business Plan for its Command Center Devices.

6.5. **Other Functions.** If Customer uses functions outside of those listed in this Command Center 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.