

**ANNEX: TERMS AND CONDITIONS FOR SERVICE PROVIDED
OUTSIDE OF THE UNITED STATES**

The following terms and conditions (“Terms and Conditions”), together with the Sprint Standard Terms and Conditions for Communications Services or Sprint Master or Custom Services Agreement (“Agreement”), as applicable, along with relevant Order, including applicable order forms and product annexes, govern Sprint’s provision and Customer’s use of service outside of the United States. If a conflict exists between the Sprint Standard Terms and Conditions for Communications Services, the Agreement, the product annexes, the Order or these Terms and Conditions, these Terms and Conditions will control.

1. **Data Protection.** Any personal information (information that identifies an individual, such as name, address, telephone number, e-mail address, etc.) provided by Customer or its employees, contractors or agents to Sprint in connection with an Agreement (“Personal Information”) will be treated in accordance with applicable data privacy laws and the Sprint Nextel International Data Privacy Policy, found at www.sprintworldwide.com.

Sprint will implement technical and organizational measures to reasonably protect the Personal Information against unauthorized disclosure, use or loss.

Sprint will only process the Personal Information in order to carry out its obligations under the Agreement, to facilitate communications with the Customer and to inform Customer about its products and services. Such processing of Personal Information may involve its transfer to Sprint or a Sprint affiliated entity in the United States of America or other international locations, and/or its storage in a database in such locations.

Customer agrees and consents, for itself and on behalf of its employees, contractors and agents, that any Personal Information provided to Sprint in connection with the Agreement may be used, processed, transferred or stored as set forth in this section.

2. **Agency Relationship.** In countries where Sprint does not hold regulatory authority to provide the Services, Customer grants Sprint and its agents authority to obtain, on Customer’s behalf from authorized providers, the required services and associated equipment in accordance with the applicable Order. Except to perform its duties in accordance with the applicable Order, Sprint, as Customer’s agent pursuant to this section, will not make any representation or incur any liability for Customer.
3. **Customer Withholding Taxes.** If Customer’s jurisdiction requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing and provide a copy of such withholding certificate. Sprint will reissue the invoice to reflect the increase to the gross amount due from Customer so that, after Customer’s deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received but for the deduction or withholding.
4. **Compliance with Law.** In performing the obligations of the Agreement, both parties will comply with all applicable laws, rules and regulations including, but not limited to: (a) the export of goods, technology and services; (b) U.S. government sanctions programs; (c) foreign boycotts, (d) money laundering, and (e) the bribery of foreign officials (Foreign Corrupt Practices Act). To the extent that applicable foreign laws conflict with applicable U.S. laws, Customer shall immediately notify Sprint and shall give preference to and abide by the applicable U.S. laws until notified otherwise in writing by Sprint.

Customer represents and warrants that neither it, nor any of its principals, owners, officers, or directors, is or will become during the term of the Agreement, a person that appears on any U.S. government list of restricted or sanctioned parties, or other parties with which the U.S. government prohibits Sprint from doing business.

5. **Services in China.** Customer acknowledges to the extent required by law, Sprint will subcontract to licensed Chinese telecom providers all Services provisioned in China pursuant to an Order. Customer will comply with all Chinese laws and regulations, including but not limited to, China telecommunications laws and regulations, public security laws and regulations and any prohibition by the Chinese government on the use or activities related to telecommunication bandwidth or circuits.