

T-MOBILE FOR GOVERNMENT (TFG) TERMS AND CONDITIONS

1. Definitions.

1.1 “Affiliate” means any United States (“U.S.”) legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party (but only for as long such entity controls, is controlled by, or is under common control with such Party), where “control” means the possession, directly or indirectly, of more than 50% of the equity securities or equity interests in such entity, or the power to direct or cause the direction of the management and policies of such entity (whether through ownership of securities, partnership interests or other ownership interests, by contract, or otherwise).

1.2 “Applicable Law” means all U.S. laws, rules, and regulations that are applicable to a Party’s obligations under this Agreement.

1.3 “Applicable Privacy Law” means all Applicable Law(s) governing privacy or the protection of Personal Data.

1.4 “Charges” means any Taxes and Fees, Surcharges, Monthly Recurring Charges, and all other amounts T-Mobile invoices to Customer under its Master Account that are applicable to Services, Products, and Third-Party Solutions purchased by Customer under this Agreement.

1.5 “CL” means “corporate liable” lines of Services purchased and paid for by Customer for use by its Users.

1.6 “Confidential Information” means any non-public, proprietary information, data, or know-how disclosed by a Party to the other Party, or acquired by a Party pursuant to, or in connection with, this Agreement (including in connection with discussions between the Parties pertaining to potential or future projects related to this Agreement), and which is either designated as proprietary or confidential or, by the nature of the circumstances surrounding disclosure, ought to be reasonably treated as proprietary or confidential. Confidential Information includes without limitation all non-public technical information, financial information, business plans or projections, marketing information, and any other information pertaining to the past, present, or future business operations or financial condition of a Party. Rate Plans, pricing, products, and associated terms are T-Mobile’s Confidential Information.

1.7 “CPNI” means Customer Proprietary Network Information as defined in 222(h)(1) of the Communications Act of 1934, as amended, 47 U.S.C. 222(h)(1).

1.8 “Device” means a Product for which T-Mobile provides Wireless Service(s) including, but not limited to, a phone handset, tablet, or SIM card.

1.9 “Device Information” means the International Mobile Equipment Identity (IMEI) of Devices.

1.10 “Location-Based Services” or “LBS” means services that rely on location information or geographic data (such as mapping or ride-sharing services) and may provide location-based information to the User based on that data. LBS does not include the collection and use of location information necessary to provide voice or data communications services or broadband connectivity.

1.11 “Master Account” means Customer’s CL master account for the purchase and use of Services, Products, and Third-Party Solutions under this Agreement.

1.12 “Monthly Recurring Charges” or “MRC” means the monthly Services charged to Customer. Monthly Recurring Charges do not include Taxes and Fees, Surcharges, or non-recurring charges (such as international roaming).

1.13 “Network” means T-Mobile’s owned wireless network.

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1.14 "Order" means a written (including electronic) order, submitted or confirmed by Customer's authorized representative and accepted by T-Mobile, that identifies the Services, Products, and Third-Party Solutions purchased by Customer, and associated commercial terms, including price, quantity, and requested delivery dates and destinations. For avoidance of doubt, any and all additional terms and conditions in any Customer-generated purchase order will be void and have no force or effect.

1.15 "Personal Data" means data provided by or on behalf of Customer to T-Mobile, or obtained by T-Mobile through Customer's use of the Services, that is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable individual, household, device, or T-Mobile account, and/or that is 'personal information,' 'personal data,' or analogous variations of such terms under Applicable Privacy Laws.

1.16 "Product" means any equipment, devices, hardware, cabling, and other materials that Customer purchases under this Agreement for its use with the Services.

1.17 "Rate Plan" means a T-Mobile plan for business customers, which includes, as applicable, allotments, such as minutes, messages or data, rates, and other terms and features.

1.18 "Services" means the services T-Mobile provides to Customer under this Agreement and that are billed under Customer's Master Account. "Services" do not include Third-Party Solutions or any other third-party products.

1.19 "Surcharges" means those governmentally permitted charges assessed by T-Mobile solely to recover costs that T-Mobile incurs in connection with providing telecommunications services to its customers. These charges may include, without limitation, e911, and fees for items such as universal service support, telephone relay service, and public safety.

1.20 "Taxes and Fees" means all transactional based taxes and fees imposed by any government authority where the tax or fee arises out of Customer's purchase of Services or Products from T-Mobile under this Agreement and where the legal incidence of such tax or fee resides with the Customer.

1.21 "TfG Terms and Conditions Website" means the T-Mobile for Government (TfG) website currently found at the URL <https://www.t-mobile.com/business/terms-and-conditions>, as may be updated from time-to-time.

1.22 "Third-Party Solution Provider" means a third-party entity who provides the Third-Party Solutions that T-Mobile licenses or resells to Customer under this Agreement.

1.23 "Third-Party Solutions" means third-party services, solutions, or products that T-Mobile licenses or resells to Customer under this Agreement.

1.24 "T-Mobile Marks" means the trademarks, service marks, trade dress, logos, trade names, domain names, and URLs of T-Mobile, including those licensed to T-Mobile by Deutsche Telekom AG.

1.25 "User(s)" means Customer's employees, and Customer's Affiliates' employees, who use or receive Services under Customer's Master Account.

1.26 "Wireless Services" means Services that T-Mobile provides to Customer on a wireless basis under a Master Account and subject to the T-Mobile for Government ("TfG") Master Account Wireless Services Product Annex, as posted at the TfG Terms and Conditions Website.

2. Master Account Terms.

2.1 Eligibility and Order of Precedence.

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2.1.1 Eligibility. The terms and conditions of this Agreement are customized for federal, state, and local government entities and agencies. T-Mobile defines “government entities and agencies” as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges T-Mobile recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, T-Mobile may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.

2.1.2 Order of Precedence. Customer’s solicitation for proposals and T-Mobile’s response (if any) are incorporated into the Agreement by this reference. In the event of a conflict between the terms of this Agreement and any attachments or other documents incorporated herein, the conflict shall be resolved in the following order of precedence (from highest to lowest): (a) the terms and conditions of this Agreement, excluding attachments and exhibits; (b) all relevant attachments/exhibits to this Agreement; (c) posted or referenced terms; (d) T-Mobile’s response to Customer’s request for proposal or similar solicitation (if any); and (e) Customer’s solicitation (if any). Furthermore, specific terms will control over general provisions and negotiated, added, or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

2.2 Pricing. Prices for Services, Products, and Third-Party Solutions purchased under this Agreement are identified in the attached exhibits, an addendum or an Order (as applicable). If Customer purchases a Product, Service, or Third-Party Solution that is not priced in this Agreement, Customer’s pricing will be based on T-Mobile’s then-current list price at the time of purchase and any applicable terms related to the Product, Service, or Third-Party Solution will apply.

2.3 Restrictions. Customer must not: (i) resell any aspect of the Services, or (ii) bundle any aspect of the Services with any product not provided to Customer by T-Mobile, whether for profit or otherwise, except as agreed upon by T-Mobile in writing. Customer has no proprietary or ownership rights to a specific number, IP address, or e-mail address assigned to Customer or Customer’s Device as part of Services, Products, or Third-Party Solutions. Customer and its Users must not use the Services, Products, or Third-Party Solutions to send harassing, threatening, obscene, fraudulent, unlawful, abusive, or unsolicited commercial text, e-mail, or other messages. Customer and its Users must not use the Services, Products, or Third-Party Solutions in a manner that (a) accesses the accounts of others without authority; (b) tampers with, reprograms, alters, or otherwise modifies the Services, Products, or Third-Party Solutions; (c) violates intellectual property rights; (d) conflicts with Applicable Law; or (e) is not in accordance with this Agreement.

2.4 Additional Terms. Orders placed under Customer’s Master Account are subject to the additional terms in the attached exhibits or addenda and the documents posted to the TfG Terms and Conditions Website, as applicable to Customer’s Orders. If Customer purchases services or features that are not specifically identified in this Agreement and if Customer and T-Mobile do not amend this Agreement to include such services or features, then the T-Mobile terms and conditions and pricing applicable to that service or feature will apply.

2.5 Third-Party Solutions. Customer’s use of Third-Party Solutions may be subject to additional terms between Customer and the Third-Party Solution Provider (such as acceptable use and privacy terms), as may be set forth in an addendum to this Agreement. T-Mobile may suspend, block, or terminate Customer’s use of any Third-Party Solutions if Customer fails to comply with any applicable term. Upon termination or expiration of the Agreement or the applicable Third-Party Solutions, any applicable license will terminate, and Customer will immediately discontinue using the applicable Third-Party Solution. Customer must use the Third-Party Solutions for lawful purposes only. Customer must not transfer, copy, or reverse engineer any Third-Party Solutions, or alter, disable or circumvent any digital rights management security features embedded in the Third-Party Solutions. T-Mobile is not responsible for the Third-Party Solutions’ use, storage, transmission, processing, disclosure, or disposal of any of Customer’s information or data in connection with the use of the Third-Party Solution.

2.6 Security. Customer will protect usernames and passwords for Customer’s Master Account. Customer will promptly notify T-Mobile of any unauthorized use of Customer’s Master Account, or other security breach of Master Account for Government (TfG) Terms and Conditions (v072825)

Account information or credentials, or any fraudulent use of the Master Account, where Customer has knowledge. Customer is responsible for all Master Account usage. Customer will cooperate with T-Mobile in investigating all unauthorized use and suspected unlawful or fraudulent use associated with its Master Account.

2.6.1 Information Security. T-Mobile's Information Security procedures, as posted at the TfG Terms and Conditions Website, are incorporated into this Agreement.

3. Billing and Payment of Charges.

3.1 Billing. Unless otherwise set forth in an Order, T-Mobile will invoice Customer for Services, Products, and Third-Party Solutions on a monthly billing cycle basis. Customer will pay all Charges assessed and billed to Customer on an invoice. Except as prohibited by Applicable Law, Customer must pay undisputed Charges within 30 days of the invoice date. If T-Mobile does not receive payment by the due date on Customer's invoice, T-Mobile may assess Customer interest as permitted by Applicable Law, on any past due amount, until paid. T-Mobile may charge Customer the maximum amount allowed under Applicable Law if any check or electronic funds transfer payment, including debit or Automated Clearing House payment, is dishonored or returned for insufficient funds. T-Mobile invoices electronically. Customer may request paper invoices at any time by contacting Customer Support at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com.

3.2 Disputes. If Customer disputes any Charges, Customer must notify T-Mobile of such dispute within 60 days from the date the Charges were first billed or Customer waives the right to dispute such amounts. Disputes must be directed to T-Mobile at (800) 375-1126 or Businesscare@t-mobilesupport.com. If Customer accepts a credit, refund or other compensation or benefit to resolve a disputed Charge, Customer agrees that the issue is fully and finally resolved, and T-Mobile will be released from any and all liability regarding said dispute. T-Mobile may require Customer to describe the dispute in writing. Unless otherwise provided by Applicable Law, Customer must pay any undisputed portion of the Charges until the dispute is resolved.

4. Taxes and Fees; Surcharges.

4.1 Taxes and Fees; Surcharges. T-Mobile may invoice Customer, and Customer will be responsible for paying, all Taxes and Fees, and all Surcharges. Taxes and Fees, and Surcharges, are calculated and invoiced to Customer's Master Account based on existing laws, regulations and guidance, and may change without notice. In certain cases, Customer may be able to claim an exemption from some Taxes and Fees. If Customer is claiming a tax exemption, Customer must promptly provide T-Mobile with valid documentation evidencing its exemption, which will be applied prospectively after T-Mobile has reasonably confirmed its applicability. T-Mobile will be responsible for taxes imposed on its net income, capital stock, employment and property. Surcharges are calculated by T-Mobile and may change from time to time without notice regardless of any pricing commitments elsewhere in this Agreement.

4.2 Tax Situs. Customer will provide T-Mobile with accurate street address information, not including a P.O. Box, for each User. This street address is where Services will be provided to each User (also known as a place of primary use, or "PPU"), and the address(es) used by T-Mobile to determine the Taxes and Fees, and Surcharges, applied to the line(s) of Services in Customer's Master Account. Customer will notify T-Mobile of any changes in any Users' PPU. If Customer does not provide T-Mobile with accurate address information, T-Mobile will use the best information available to determine a PPU, which might be a default location and that may result in Customer paying a higher or lower amount in Taxes and Fees, and Surcharges, than if T-Mobile had received accurate information.

4.3 Withholding. Where Customer concludes that there is a requirement for Customer to withhold any Taxes and Fees from any payments due under this Agreement, Customer will promptly notify T-Mobile of its conclusion and why withholding applies, such as by providing a copy of a notice from the IRS or a state directing Customer to withhold such Taxes and Fees from any payments due T-Mobile, and Customer will allow T-Mobile to remediate or resolve the withholding obligation. To the extent that T-Mobile cannot resolve the withholding obligation by the applicable due date, T-Mobile agrees that Customer may withhold the required Taxes and Fees, provided that Customer promptly provides T-Mobile evidence of the withheld Taxes and Fees paid to the government. If Customer T-Mobile for Government (TfG) Terms and Conditions (v072825)

neglects to promptly tell T-Mobile of Customer's obligation to withhold any Taxes and Fees from any payments due T-Mobile, Customer agrees that it will pay T-Mobile the gross amount due as if no such withholding applied.

4.4 Cooperation. The Parties will reasonably cooperate to fully comply with all applicable tax laws, rules, regulations and guidelines affecting this Agreement.

5. Term; Termination.

5.1 Term. The term of this Agreement is [] months ("**Term**"), beginning on the Effective Date. Upon expiration of this Agreement, T-Mobile may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and pricing in this Agreement, excluding minimum commitments, or, with advance notice, at standard list pricing, until either party provides 30 days' advance written notice to terminate.

5.2 Customer Right to Terminate.

5.2.1 Material Failure. If (i) T-Mobile materially fails to provide a Product or Service (unless T-Mobile is exercising its rights under the Suspension or Termination for Cause section), (ii) Customer provides T-Mobile with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, (iii) T-Mobile fails to cure the material failure within the 30-day cure period, and (iv) Customer provides T-Mobile with written notice of T-Mobile's failure to cure and Customer's election to terminate the affected Product or Service, then Customer may terminate such Product or Service without early termination liability. T-Mobile's material failure does not include a failure caused by Customer or a Force Majeure Event. If T-Mobile disputes the basis for Customer's termination, T-Mobile must invoke the negotiation process outlined in the Dispute Resolution section below.

5.2.2 Termination for Convenience. Customer may terminate this Agreement at any time by providing 30 days' written notice to T-Mobile.

5.2.3 Termination for Nonappropriation. Customer may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("**Termination for Non-appropriation**"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination. Customer will give T-Mobile written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At T-Mobile's request, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term.

5.3 T-Mobile Right to Suspend or Terminate

5.4 Immediate Suspension and Termination. T-Mobile may suspend affected lines of Services, or limit new Orders, if T-Mobile suspects unlawful or fraudulent use of the Services, Products, or Third-Party Solutions. Except for international roaming and dialing, and unless otherwise prohibited by law enforcement or Applicable Law, T-Mobile will: (a) use commercially reasonable efforts to notify Customer prior to the suspension of affected lines, or (b) notify Customer promptly following the suspension of affected lines if T-Mobile has not notified Customer prior to the suspension.

5.5 Suspension and Termination with Notice. For any material breach of this Agreement by Customer (other than the breaches described in the Immediate Suspension section above), T-Mobile may suspend or terminate the Services, or terminate this Agreement, if Customer fails to cure such breach within 30 days of the date of written notice from T-Mobile to Customer. If T-Mobile suspends or terminates the Services or Customer's Master Account, and later reinstates Services or the Master Account, Customer may be charged a reactivation fee. For any material breach of this Agreement by T-Mobile, Customer may terminate this Agreement if T-Mobile fails to cure such breach T-Mobile for Government (TfG) Terms and Conditions (v072825)

within 30 days of the date of written notice from Customer to T-Mobile. Each Party's remedies under this Section are not exclusive, but are in addition to all other remedies permitted under this Agreement.

5.6 Wireless Services Lines Following Termination of this Agreement. If Customer terminates this Agreement, all lines of Wireless Services will, until such time as Customer terminates the line(s) or ports the line(s) to another carrier: (a) remain active under Customer's Master Account; and (b) be subject to the TfG Terms and Conditions, as posted at the TfG Terms and Conditions Website. If T-Mobile terminates this Agreement, all lines of Wireless Services will be automatically terminated effective as of the effective date of termination of this Agreement.

5.6 Effect of Termination. For each terminated line of Services, Customer must pay T-Mobile, in accordance with the payment terms above, the following: (a) all outstanding and unpaid Charges applicable to the Services, Products, and Third-Party Solutions through the effective date of termination; (b) all outstanding and unpaid Charges for any Devices that Customer purchased under T-Mobile's Equipment Installment Program ("**EIP**"); (c) on a pro rata basis, all activation, service, promotion, retention, device or other credits Customer may have received from T-Mobile under this Agreement; and (d) on a pro rata basis, all subsidies Customer may have received from T-Mobile under this Agreement.

6. Warranties; Disclaimer of Warranties.

6.1 Warranties. T-Mobile represents and warrants that it: (i) has the legal right and authority, and will maintain the legal right and authority during the Term, to provide the Services ordered by Customer; (ii) will provide the Services in a professional manner consistent with telecommunications industry standards; and (iii) will comply with Applicable Law in providing the Services to Customer.

6.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE WARRANTIES SECTION ABOVE, T-MOBILE, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "**T-MOBILE PARTIES**") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES, PRODUCTS, AND THIRD-PARTY SOLUTIONS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES, PRODUCTS, AND THIRD-PARTY SOLUTIONS, EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER WITH PRODUCTS. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF T-MOBILE'S AGENTS, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY ANY T-MOBILE PARTIES. T-MOBILE PARTIES DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES OF ANY KIND ON THEIR BEHALF AND CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENTS. T-MOBILE PARTIES DO NOT WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND SERVICES AVAILABLE THROUGH THE SERVICES, PRODUCTS, OR THIRD-PARTY SOLUTIONS WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. T-MOBILE PARTIES DO NOT GUARANTEE THAT CUSTOMER'S COMMUNICATIONS WILL BE PRIVATE OR SECURE. IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT CUSTOMER COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THE INTERNET, SERVICES, AND THIRD-PARTY SOLUTIONS. SOME STATES MAY LIMIT THE DISCLAIMER OF CERTAIN REMEDIES AND THE FOREGOING APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Indemnification.

7.1 Indemnification. T-Mobile, at its sole expense, will defend Customer from any claims by a third-party arising from personal injury, death, or damage to tangible property resulting from T-Mobile's gross negligence or willful misconduct in providing the Services under this Agreement (each a "**Indemnified Claim**"). T-Mobile will indemnify and hold harmless Customer against any damages or costs finally awarded or entered into in settlement, including without limitation reasonable outside attorneys' fees and expenses incurred in defending each T-Mobile Indemnified Claim, arising out of any T-Mobile Indemnified Claim.

7.2 Intellectual Property. T-Mobile will indemnify and defend Customer, Customer's directors, officers, employees, agents and their successors against Claims enforceable in the United States alleging that Services as provided infringe any third-party United States patent or copyright or contain misappropriated third-party trade secrets. T-Mobile's obligations under this section will not apply to the extent that the infringement or violation is caused by (A) functional or other specifications that were provided or requested by Customer, or (B) Customer's continued use of infringing Services after T-Mobile provides reasonable notice to Customer of the infringement. For any Claim that T-Mobile receives, or to minimize the potential for a Claim, T-Mobile may, at its option, either: (i) procure, at T-Mobile's expense, the right for Customer to continue using the Services; (ii) modify the Services or replace the Services with comparable Services, each at T-Mobile's expense; or (iii) terminate the Services.

7.3 Conditions to Indemnification. If an Indemnified Claim is commenced against Customer, Customer must: (a) give T-Mobile prompt written notice of such Indemnified Claim (although a delay in notification will not relieve T-Mobile of its obligations, except to the extent that the delay materially impairs its ability to defend the Indemnified Claim); (b) give T-Mobile primary control of the defense of the Indemnified Claim; and (c) provide all reasonably requested assistance in connection with the defense of the Indemnified Claim. T-Mobile may employ separate counsel and participate in the defense of an Indemnified Claim at its own expense.

8. Disclaimer of Certain Damages; Limitation of Liability.

8.1 Disclaimer of Certain Damages. T-Mobile Parties are not liable for any damages for loss of privacy, personal injury or property damage, interruption or failure of Services, loss of data, cost of replacement products and services, Network failures or outages, failures to make or receive 911 calls or receive 911 location services, cable cuts by third-parties, a local exchange carrier's activities or other acts or inactions of third-parties, inability to use the Services Products, or Network, or for content, advertisements, or websites Customer or its Users may be able to access by using the Services, Products, or Third-Party Solutions. Except for Customer's payment obligations, neither Party will be responsible for any delay, interruption, or other failure to perform under the Agreement due to acts, events, or causes beyond the reasonable control of the responsible Party, including but not limited to: natural disasters, wars, riots, terrorist activities, fires, embargoes and labor disputes, pandemics, and court orders and governmental decrees, even if such Party has been advised of the possibility of damages.

8.2 Limitation of Liability.

8.2.1 No Indirect Damages. IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, SALES, INVESTMENT OR OTHER EXPENDITURES, INVESTMENTS, OR COMMITMENTS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2.2 Direct Damages Liability Caps and Exclusions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF T-MOBILE PARTIES TO CUSTOMER AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE EXCLUSIVE REMEDY AVAILABLE, FOR ANY AND ALL CLAIMS, DAMAGES, INJURY, AND LOSSES INDIVIDUALLY AND IN THE AGGREGATE ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO A TOTAL AGGREGATE AMOUNT NO GREATER THAN THE MONTHLY RECURRING CHARGES ACTUALLY PAID BY CUSTOMER IN THE 6-MONTH PERIOD PRIOR TO THE DATE THE FIRST CLAIM AROSE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. THE PARTIES AGREE THAT INCLUSION OF THIS SECTION WAS A MATERIAL CONSIDERATION TO ENTER THIS AGREEMENT. THIS LIMITATION WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITATION ON DAMAGES.

8.2.3 Force Majeure. Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a “**Force Majeure Event**”). Force Majeure Events include: natural disasters; wars, riots, and terrorist activities; cable cuts by third parties, a LEC’s activities, and other actions or inactions of third parties; fires; embargoes and labor disputes; and court orders and governmental decrees.

9. Privacy.

9.1 Protection of Personal Data. T-Mobile receives limited Personal Data to manage the Customer’s Master Account, such as contact information about Customer’s authorized representatives. While providing the Services, T-Mobile also generates CPNI, and other important non-CPNI information related to the use of the Services. Customer acknowledges and agrees that with respect to Personal Data, T-Mobile is acting as a “Business” or “Controller” (as defined by Applicable Privacy Laws) or in an equivalent capacity. T-Mobile will only collect, use, disclose, or otherwise process Personal Data, and T-Mobile will protect the security, integrity, and confidentiality of Personal Data, in accordance with its B2B privacy policy at www.t-mobile.com/privacy, as amended from time to time; this Agreement, including T-Mobile’s Information Security procedures; and Applicable Privacy Laws.

9.2 Customer’s Disclosures and Consents. Customer represents and warrants that, for Personal Data about Users or authorized representatives shared with or received from T-Mobile, Customer, in accordance with Applicable Privacy Laws: (a) has obtained consent and/or authorization from each such User and authorized representative to share or receive Personal Data, (b) will promptly notify T-Mobile of any User’s or authorized representative’s withdrawal of such consent or authorization, and (c) has previously provided all notices and disclosures to each such User and authorized representative.

9.3 T-Mobile’s Disclosures of Personal Data to Users and Authorized Representatives. In jurisdictions where a User or authorized representative has a right to request that T-Mobile provide the Personal Data that T-Mobile maintains about them, Customer agrees to assist T-Mobile to verify the identity of the User or authorized representative, in accordance with Applicable Privacy Laws, and to take any other action reasonably necessary to comply with such Applicable Privacy Laws.

10. Confidentiality. During the Term and for 2 years after the expiration or termination of this Agreement, each Party receiving information (“**Receiving Party**”) will retain in confidence the other Party’s (“**Disclosing Party**”) Confidential Information. Neither Party will use any Confidential Information disclosed under this Agreement for any purpose other than the fulfillment of this Agreement, which, for T-Mobile, includes: (a) providing the Services and Products to Customer, (b) preventing fraud, security incidents, and illegal or unauthorized activity; and (c) complying with Applicable Law. Receiving Party will protect Confidential Information of Disclosing Party and take precautions at least as great as those taken to protect its own confidential information of a similar nature and always taking reasonable steps to preserve confidentiality. Receiving Party will notify Disclosing Party promptly in writing if Receiving Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from Disclosing Party and will cooperate in good faith to remedy such occurrence to the extent reasonably possible.

The restrictions in this Section will not apply to any information that: (a) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by Disclosing Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without reference to any Confidential Information of Disclosing Party. The Receiving Party may, without breaching this Section, disclose Confidential Information disclosed by the Disclosing Party to the extent required to comply with a court order or Applicable Law. If the Receiving Party becomes subject to such a requirement, it must notify the Disclosing Party as soon as possible and, in any case, before it makes the required disclosure (if such notice is allowed) and it must reasonably cooperate with the Disclosing Party (if requested, and at the Disclosing Party’s expense) to seek a protective order or similar protection for its Confidential Information. Nothing in this Section will be construed to require notice of lawful process that compels release of Personal Data

regarding Users. Receiving Party will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed. Receiving Party may disclose the Confidential Information of Disclosing Party to its directors, officers, members, managers, employees, auditors, consultants, financial advisors, lenders, attorneys and existing and potential third-party financial investors, provided that such disclosures may only be made on a need-to-know basis, and in the case of third-parties, subject to a non-disclosure agreement between the relevant Party and such third-party that is at least as restrictive as this Section. Receiving Party will destroy or return to Disclosing Party all materials, in any medium, which contain or reveal all or any part of any Confidential Information of Disclosing Party upon request, provided however that the Receiving Party may retain copies of Confidential Information to the extent required for legal or regulatory purposes and will not be required to delete electronic Confidential Information stored in any disaster recovery or archival storage in accordance with its policies and provided that any such retained Confidential Information will continue to be subject to the terms of this Agreement. Each Party acknowledges that breach of this provision by it may result in irreparable harm to the other Party for which money damages may be an insufficient remedy, and therefore the other Party will be entitled to seek injunctive relief to enforce the provisions of this Section.

10.1 FOIA. T-Mobile acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively “FOIA”). Customer will provide T-Mobile with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of T-Mobile Confidential Information.

11. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and any attempted assignment without such consent will be void. Notwithstanding the foregoing in this Section, either Party may assign this Agreement without the prior consent of the other Party, to any Affiliate or to any party acquiring all or substantially all of its capital stock or assets. Subject to this restriction, this Agreement will inure to the benefit of, and be binding upon, the heirs, successors, subcontractors, and assigns of the respective Parties.

12. Notices. All notices will be given in writing and will be deemed to have been duly given and effective: (a) upon receipt if delivered in person or via email; (b) one day after deposit prepaid with a national overnight express delivery service; or (c) 3 days after deposit in the U.S. mail. Either Party may change the following contact information upon written notice to the other Party. Notices will be delivered or transmitted to:

If to Customer:

[Customer Name]

[Address]

[City, State Zip]

Attn: [Name], [Title]

Phone:

Email:

If to T-Mobile:

T-Mobile USA, Inc.

12920 S.E. 38th Street

Bellevue, WA 98006

ATTN: Senior Vice President, T-Mobile for Business

E-Mail: QABusiness@T-Mobile.com

With a copy to: T-Mobile USA, Inc. Legal Department –
Sales & Distribution (at the same address as above)

13. Governing Law. The laws of the State of Washington will govern the construction and interpretation of this Agreement, without regard to the conflict of laws or choice of law provisions thereof.

14. Dispute Resolution. Any claim or controversy between the Parties arising out of or relating to this Agreement (a “Dispute”) shall be resolved as follows:

14.1 Notice and Attempted Settlement. As a condition precedent for pursuing a Dispute in arbitration or in court in accordance with the provisions herein, the disputing Party must provide written notice to the other Party of the Dispute (a “Dispute Notice”). The Dispute Notice must summarize the Dispute, estimate damages, and request

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resolution. Except as otherwise expressly set forth in this Agreement, a Vice President (or higher) of each Party then will attempt to resolve the Dispute in good faith through direct negotiation. If the Dispute is not resolved within 30 days following service of the Dispute Notice, then either Party may seek relief as contemplated in the remainder of this Section.

14.2 Subsequent Steps.

14.2.1 If the total value of the Dispute is \$5,000,000 or less, taking into consideration any agreed upon liability limitations within this Agreement, the Dispute is subject to mandatory arbitration conducted by the American Arbitration Association (the “AAA”) under the AAA’s Commercial Arbitration Rules (“**Arbitration**”). The Arbitration will take place in King County, Washington before a single arbitrator. The appointed arbitrator may grant discovery based on the reasonable needs of the case and determine motions to be filed, including motions for preliminary or ancillary relief and for summary disposition, but will do so in accordance with the Parties’ desire to economically and quickly resolve the Dispute. As soon as practicable after the hearing, the arbitrator will issue a written decision. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party’s actual damages, and may not make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. The arbitrator shall award to the prevailing Party its reasonable attorneys’ fees and costs of the Arbitration. No arbitration arising out of or related to this Agreement shall proceed on a collective or mass-action or class-action basis, and the arbitrator shall have no authority to consolidate cases. Any award, order, or judgment pursuant to Arbitration is final and binding, and may be enforced in any court of competent jurisdiction. All Arbitration proceedings and negotiations will be confidential.

14.2.2 If the total value of any Dispute is greater than \$5,000,000 (or if the Parties reasonably disagree about whether the total value of a Dispute is \$5,000,000 or less), then any action or proceeding relating to the Dispute may be brought only in a state or federal court in King County, Washington. The Parties expressly consent to personal jurisdiction in, and waive any objection to, venue in such courts. Each Party expressly waives the right to 1) a jury trial, 2) participate as a plaintiff or class member in a class action, and 3) participate as part of a consolidated action with any other case.

14.3 Exceptions. Notwithstanding the above: (a) claims involving intellectual property will be brought in a court of competent jurisdiction where the allegedly offending party is subject to personal jurisdiction; and (b) claims for injunctive relief may be brought in any court of competent jurisdiction by either party, or transferred to such court by the responding party prior to the deadline to file any responsive pleading in arbitration.

14.4 Limitation of Actions. Any Party asserting a Dispute against the other Party, except a dispute for fraud, must serve a Dispute Notice on the other Party within 180 days from the date the disputing Party knows, or has reason to know, of any such Dispute. The Parties further agree that any Dispute must be submitted to arbitration or a court of competent jurisdiction within 180 days from the date the Dispute Notice is served on the other Party. Failure to provide a Dispute Notice or to initiate arbitration or court proceedings within these time frames will relieve the non-disputing Party of any liability or obligation with respect to the Dispute and will constitute an absolute bar to the initiation of any proceedings including, without limitation, legal, equitable, or arbitral proceedings of the Dispute. This section will not apply to Customer’s payment obligations.

15. Account Access Authorization. Customer authorizes T-Mobile’s authorized support staff to access Customer’s Master Accounts to perform maintenance, service, or security functions where warranted by T-Mobile business or security procedures, even in the absence of a direct request from the Customer. For example, such access includes,

but is not limited to; change of address where T-Mobile receives notice of such a change from the U.S. Postal Service, or security passwords where T-Mobile detects a password compromise.

16. Account Management (Customer Authorization). Customer may authorize (via a written letter) a third-party to act as Customer's agent for purposes of procuring necessary support services related to this Agreement.

17. Technology Evolution. In the normal course of technology evolution and enhancement, T-Mobile continually updates its Services, Products, and Network. In some instances, these efforts will result in the need to ultimately replace or discontinue certain Services, Products, Third-Party Solutions, or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right after providing the notice below in this Section, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Services, Products, Third-Party Solutions, the Network, or any related technology without either Party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Services, Products, Third-Party Solutions, the Network, or any related technology. If T-Mobile takes any action described in this Section, T-Mobile will provide advance notice reasonably designed to inform Customer (if affected) of such pending action.

18. Use of Name, Service Marks, Trademarks. Customer will not use any T-Mobile Marks in any advertising, publications, promotions, or otherwise unless expressly approved in writing by T-Mobile. T-Mobile will not use any trademarks, service marks, trade dress, logos, trade names, domain names, or URLs of Customer in any advertising, publications, promotions, or otherwise unless expressly approved in writing by Customer.

19. Miscellaneous.

19.1 Entire Agreement. This Agreement (including all exhibits, addenda, and Orders hereto, as well as the applicable documents posted to the TfG Terms and Conditions Website and other documents incorporated by reference) represents the final and entire agreement between Customer and T-Mobile, and supersedes any other agreements, oral or written, between the Parties regarding the subject matter of this Agreement.

19.2 Additional Terms. For the avoidance of doubt, any different or additional terms that may be contained in any purchase order, shipping authorization, correspondence, memoranda, or other document prepared or furnished by Customer, regardless of when prepared, dated or delivered to, or received by T-Mobile will not be binding on the Parties.

19.3 Amendments. Any amendments to this Agreement must be in writing and signed by an authorized representative of each Party.

19.4 Severability; Strict Performance; Authority. If any term or other provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other conditions and provisions of this Agreement will remain in full force, and the Parties will negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner. A Party's failure at any time to require strict performance by the other, or any User of any of the provisions in this Agreement will not waive or reduce a Party's right to require strict compliance with any provision of this Agreement. Each Party represents that it has the power and authority to enter into this Agreement, and that the signing Party below has the authority to bind the respective Party to this Agreement. References to Uniform Resource Locators ("**URLs**") in this Agreement include any successor URLs designated by T-Mobile.

19.5 No Third-Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended or will be construed, to confer upon or give to any third-party, other than the permitted successors and assigns of the Parties, any rights, remedies, or other benefits under or by reason of this Agreement.

19.6 TfG Services and Product Annexes and Third-Party Solutions Terms and Conditions. Unless otherwise attached to this Agreement, the applicable T-Mobile Services and Product annexes and Third-Party Solutions terms T-Mobile for Government (TfG) Terms and Conditions (v072825)

and conditions, as posted at the TfG Terms and Conditions Website, are incorporated into this Agreement and apply to all Services, Products and Third-Party Solutions purchased under this Agreement.

19.7 Survival. The following provisions, and any other provisions that may reasonably be construed as surviving, and all others that by their sense and context are intended to survive, will survive any termination of this Agreement for any reason: Billing and Payment of Charges, Taxes and Fees; Surcharges, Immediate Suspension, Wireless Services Lines Following Termination of this Agreement, Effect of Termination, Disclaimer of Warranties, Indemnification, Disclaimer of Certain Damages, Limitation of Liability, Confidentiality, Notices, Severability, Governing Law, Dispute Resolution, and Miscellaneous. All terms and conditions in this Agreement applicable to credits and subsidies will survive termination solely with respect to lines of Services that Customer activated before termination and that remain active following termination of this Agreement.

19.8 Counterparts. This Agreement may be executed in one or more counterparts, each counterpart of which will be deemed an original and will bind the signatory, but all of which together will constitute one and the same instrument. Signed electronic copies of this Agreement will legally bind the Parties to the same extent as original documents.