OOMA AIRDIAL ADDENDUM

The following terms and conditions in this Ooma AirDial Solution Addendum ("Solution Addendum"), govern Customer's purchase and use of the Solution, as defined below. Unless otherwise defined in this Solution Addendum, the capitalized terms in the Agreement will apply to this Solution Addendum. For purposes of this Solution Addendum, T-Mobile and Customer are sometimes collectively referred to as the "Parties," and individually as a "Party."

<u>AirDial Description.</u> AirDial is a POTS (Plain Old Telephone Service) replacement product for copper wire devices (the "Solution" or "AirDial"). AirDial is setup, either on the wall or on a flat surface, where the landline connects to a PBX. The analog connection will be replaced by a wireless connection provided by T-Mobile. AirDial supports up to four analog connections and contains Dual SIM slots. AirDial also has remote monitoring through an online portal, making it easy to view the status of AirDial devices at a glance.

References to "Agreement" in this Solution Addendum mean the Customer's underlying services agreement with T-Mobile ("Agreement"). Use of the Solution is subject to acceptance of this Solution Addendum and the terms set out herein. The terms and conditions of this Solution Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order ("Order"). Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Solution Addendum or the Agreement.

The following terms and conditions will apply to Customer's purchase and use of AirDial:

- **1.** <u>Air Dial Terms of Service</u>. T-Mobile is solely providing Customer with access to, and connectivity for, Air Dial, a product of Ooma, Inc., a third-party provider. Customer's use of Air Dial is subject to acceptance of the third-party provider's Terms and Conditions which can be found here, https://www.ooma.com/legal/terms (the "Third-Party Terms"). The Third-Party Terms may be updated by the third-party provider at any time, without notice. T-Mobile is not bound by, and does not assume any obligations, commitments, or liability under the Third-Party Terms.
- **Responsibility for AirDial.** Except for billing for AirDial, as described further in Section 4 below, the purchase and use of AirDial is primarily governed and controlled by the Third-Party Terms. T-Mobile does not control how AirDial transmits, accesses, stores, or uses data and expressly disclaims all liability related to or arising from AirDial, including Customer's use of the product, or liability related to or arising from any updates, modifications, outages, failures, corruption of data, loss of data, discontinuance of services, or termination of Customer's account by AirDial. T-Mobile is not responsible for wireless connections with the product that are not provided via the T-Mobile Network Service. The "T-Mobile Network Service" means the wireless mobile services provided under the Agreement to Customer by T-Mobile using T-Mobile's Nationwide Network. This AirDial Addendum supplements and does not amend the Agreement.
- 3. Subscription. AirDial is a subscription-based service with a term, as indicated as an AirDial subscription service only or an AirDial subscription service and use of an AirDial hardware unit ("AirDial Bundle") as detailed in and available on Customer's Agreement and/or applicable pricing attachment, for each subscription license or AirDial Bundle (each a "Subscription Term") Each AirDial Subscription Term begins on the date of Customer's AirDial activation. For Subscription Terms that are not month-to-month, if Customer terminates a license(s) prior to the end of the Subscription Term for such license(s), Customer will be responsible for the remaining MRC payments due, up to the total subscription or AirDial Bundle cost, for such terminated license(s). Following the expiration of the Subscription Term, T-Mobile will continue to provide the service to Customer under the same pricing and terms and conditions set forth in this Addendum until either party provides 30 days' advance written notice to terminate the service. The total subscription cost or AirDial Bundle cost is non-refundable. No other service discounts will apply. Monthly Recurring Charges ("MRC") and setup charges do not include taxes, fees, or surcharges. If Customer is purchasing AirDial subscription service only, AirDial Hardware is purchased directly from, and billed by, Ooma, Inc. If Customer is purchasing an Air Dial Bundle, pricing for the Air Dial subscription and use of the Air Dial hardware unit will be billed by T-Mobile. The Customer acknowledges and agrees that: (i) T-Mobile is not the manufacturer of the hardware and is not in a position to offer its own independent warranties on the hardware; (ii) T-Mobile takes no responsibility for, and makes no warranty regarding, and does not endorse any third-party equipment or associated

installation of the equipment; and (iii) Customer's use of the third-party equipment is completely at Customer's own risk and subject only to any warranties provided by Ooma, Inc. and/or the applicable equipment manufacturer.

- **Billing; Fees.** T-Mobile will charge and invoice Customer for AirDial on a monthly basis. Customer agrees to pay all Charges (including, but not limited to the MRCs) assessed and billed to Customer's Master Account. For questions on billing contact (844) 941-0630 or governmentaccount@t-mobilesupport.com.
- **Term and Termination.** Unless otherwise specified in the Subscription Term, the term of this Solution Addendum will commence on the Addendum Effective Date and will continue on a month-to-month basis. Either Party may terminate this Solution Addendum without cause upon thirty (30) days' prior written notice to the other Party pursuant to the notice requirements in the Agreement.
- **Support.** Customer may contact T-Mobile for any questions relating to billing, as described in Section 4, above, or the T-Mobile Network Service. For all other support of AirDial contact Ooma, Inc. directly at (888) 688-6662.
- **Assignment.** This Addendum may not be assigned or transferred by Customer without the prior written permission of T-Mobile. Any attempted assignment without such consent will be void. Subject to this restriction, this Addendum will inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.
- **8.** <u>Miscellaneous</u>. The Agreement and this Solution Addendum constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Solution Addendum. The Agreement and this Solution Addendum supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to AirDial.