T-Mobile for Business (TfB) Master Account Wireless Services Product Annex

- Pricing. In addition to the Rate Plans listed in the Pricing exhibit to the Agreement or applicable Product, Service, or Third-Party Solution addendum, other Wireless Services, Products, and Device prices are listed on the T-Mobile for Business website at www.t-mobile.com/business. The pricing posted on the T-Mobile website may change in T-Mobile's sole discretion. Customer may terminate a Master Account line of Wireless Services at any time upon written notice to T-Mobile. Customer remains responsible for all Charges incurred up to and including the date of termination of such line of Service. If Customer purchases Devices through T-Mobile's Equipment Installment Plan ("EIP"), then the terms of the EIP agreement will supersede and control the purchase of Devices.
- 2. <u>Device Orders.</u> By placing an Order for Devices, Customer agrees that Devices are intended to be activated with Wireless Services for use only by its Users, and Customer will not materially modify the Devices' hardware or preloaded software, or assist any third party in doing so, in a way that would lead to security risks. For the avoidance of doubt, the foregoing restriction does not prohibit Customer from adding applications or third-party products to Devices. Devices are subject to availability. The delivery address must fall within T-Mobile's licensed Wireless Services area. If Customer has a Device or accessory under T-Mobile's EIP or lease, then Customer will refer to the terms and conditions of that agreement.
- 3. <u>Changes.</u> For the T-Mobile Rate Plans listed in the Pricing exhibit to the Agreement, T-Mobile will not increase Customer's MRC for Wireless Services (excluding add-on features, Taxes and Fees, Surcharges, fees, or charges for additional features or Devices) for the period that applies to Customer's Rate Plan, or if no specific period applies, for as long as Customer continuously remains a T-Mobile customer in good standing on a qualifying Rate Plan. T-Mobile may change the features and the terms of use of Rate Plans made available to lines of Wireless Services or Devices at any time. If the change to Customer's Wireless Services or Rate Plan has a material adverse effect on Customer, T-Mobile will provide Customer with a minimum of 30 days' notice prior to the change. Customer accepts the changes to the Wireless Services terms by using the Wireless Services after the effective date of the change. Rate Plan changes will be effective as of Customer's next billing cycle. Customer agrees that T-Mobile may contact Master Account Users via SMS message to notify such User of changes to, or information about, their account or the Wireless Service.

4. Services Availability and Coverage.

- 4.1 Services Availability. Wireless Services are available to a Device only when it is within the operating range of T-Mobile's Network or the network of an operator with which T-Mobile has an applicable roaming agreement. Coverage available mobile.com/coverage/network?INTNAV=tNav%3ACoverage%3ANetwork and are only estimates of T-Mobile's anticipated coverage area outdoors. Customer's actual Wireless Services area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Users are on a private or public Wi-Fi network, using a non-T-Mobile Device, or if a Device no longer supports network technologies compatible with, or available on, T-Mobile's Network. Outages and interruptions in Wireless Services may occur, and speed of Wireless Services varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadbandcapable Devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Wireless Services availability. T-Mobile may impose usage or Wireless Services limits based on Network availability, service type, Rate Plan, data usage (for example, Users who exceed 50GB of data for the billing period may be de-prioritized during periods of congestion), or other fairness algorithms. T-Mobile may exclude certain categories of calls, messages, or sessions (e.g., conference and chat lines, broadcast, international, 900, 976 calls, etc.).
- **4.2 Protective Measures.** T-Mobile engineers its Network to provide consistent high-speed data service, but at times and at locations where the number of customers using the Network exceeds available network resources, customers will experience reduced data speeds. Further, to provide the best possible on-device experience for the most possible customers on T-Mobile branded rate plans, and to minimize capacity issues and degradation in

Network performance, T-Mobile may, without advance notice, take actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of all other customers in times and locations where there are competing customer demands for network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a customer whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these customers will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. T-Mobile constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down, or a customer moves to a location that is less heavily loaded in relation to available capacity, the customer's speeds will likely improve. See www.t-mobile.com/OpenInternet for details and for current data amount subject to this practice.

- **4.3 Network Coverage.** Devices must be used predominantly within the T-Mobile-owned Network coverage area. Devices may connect to another provider's network ("**Off-Net**") even when Users are within the T-Mobile coverage area. Customer and its Users should check Customer's Device(s) to determine if Customer is Off-Net. T-Mobile may limit or terminate the affected line of Wireless Services if: (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any 12-month period; or (b) a User's Off-Net usage makes it unreasonable for T-Mobile to provide Wireless Service to such User. Additionally, T-Mobile may limit or terminate the affected line of Wireless Services in T-Mobile's discretion related to T-Mobile's arrangements with an Off-Net provider. If a User's Off-Net voice, data or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied. Location services, including 911 location services, may not be available in Customer's area and are subject to the Wireless Services limitations.
- 4.4 Compatibility of Wireless Products and Services. Products may not be compatible with services provided by other wireless carriers, except for services provided in connection with roaming agreements. T-Mobile Devices may have a software programming lock that protects certain of the phone's operating parameters against unauthorized reprogramming. T-Mobile does not guarantee current or future compatibility of wireless Products or Wireless Services with third-party products, features or applications. Apparent compatibility or notice from T-Mobile of compatibility is not a T-Mobile endorsement of a third-party product, feature or application. T-Mobile may disable or discontinue use of any third-party product, feature or application with the Wireless Services or Products.

5. Portability.

- **Porting.** Under United States Federal law, Customer has no proprietary or ownership rights to a specific number ("**Number**"), IP address, or e-mail address assigned to Customer or Customer's Device. Customer may be able to transfer a Master Account User's Number to or from another provider with whom T-Mobile has a porting relationship in accordance with T-Mobile internal business policies and procedures. For additional information about local number portability, please contact Customer Support at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com. Customer acknowledges that the Device may not be compatible with the network and services provided by another service provider. Customer may buy Devices from T-Mobile, or from someone else, however, all existing account transfers will be handled in accordance with the terms of this Section.
- **5.2** Change of Responsibility. Upon submitting a change of responsibility ("COR") request to change either (a) Customer's CL to Customer's employee(s)' IL, Customer consents to change both the billing and legal responsibility for the applicable CL from Customer's responsibility for the CL to Customer's employee(s)' responsibility, or (b) Customer's employee(s)' responsibility for IL to Customer's responsibility for CL, Customer agrees to accept both the billing and legal responsibility for the employee(s)' IL once released by the employee(s). If approved, the transfer of any EIP balance to the employee or Customer will not be effective until a new EIP agreement has been executed by the assuming party.

6. Other Charges.

Customer may have to pay extra charges for calls to some numbers (e.g., chat lines, broadcast, calling card, international, 900, 976 calls). Unless otherwise specified in the applicable Rate Plan, Customer will be charged for text, instant or picture messages, and email whether read or unread, sent or received, solicited or unsolicited. Charges for Wi-Fi usage may vary; see Customer Rate Plan for more details. Unused minutes or other allocated Wireless Services (e.g., text messages, data transmission) expire at the end of the billing cycle unless otherwise expressly stated by such Rate Plan's terms and conditions. Airtime usage is measured from the time the Network begins to process a call (before the call rings or is answered) through its termination of the call, or if applicable, any fraction of a minute of usage is rounded up to the next full minute. Depending on the Rate Plan, data usage may be rounded up at the end of each data session, at the end of Customer's billing cycle, and/or at the time Customer switches data plans. See www.t-mobile.com/business for Rate Plan details. T-Mobile may change Customer's billing cycle at any time upon 30 days' prior notice (e-mail to Customer's authorized representative is acceptable).

- 7. International Roaming and Dialing. International roaming wireless services are provided by T-Mobile's partners in the applicable countries. Availability and features offered for international roaming and dialing vary depending on Master Account Users' Rate Plan and Device. All countries may not be available for roaming, and available countries may change from time-to-time. Whether roaming internationally or making and sending international calls and messages while in the U.S. or Puerto Rico, Users may be charged international rates (including for voice mails left for such Users and for data usage). Such Charges include per minute rates for calls and per minute rates for calls transferred to Users' voicemail and the relevant data rates for data usage. Users roaming internationally may be charged for more than one call for unanswered calls that are forwarded to voicemail, regardless of whether the calls result in an actual voicemail message being left for such Users, and regardless of whether the Device is on or off. Users may be able to disable these applications and features through a Device's settings. Different rates and rounding increments apply in different countries. See www.t-mobile.com for information on international access, rates, Wireless Services and coverage. While roaming internationally, User data throughput may be reduced, and Wireless Services may be otherwise limited or terminated at any time without notice. Customer is responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with User Devices. Billing of roaming charges, data usage and minutes of use or Wireless Services may be delayed or applied against included data allotments, minutes or Wireless Services in a subsequent billing cycle, which may cause Customer to exceed Customer's allocated data, minutes or Wireless Services in a particular billing cycle. Customer may request that T-Mobile block a Master Account line of Wireless Services from placing international calls ("International Dialing Block") by calling Business Customer Support or by email at Businesscare@t-mobilesupport.com. The availability of, and access to, emergency calling services (e.g., 911 in the United States), may vary by country. Users should familiarize themselves with how to access these services before using the Devices for international roaming.
- **8.** Lost/Stolen Devices. If Customer's Device is lost or stolen ("Lost Device"), Customer must promptly notify T-Mobile. Once Customer notifies T-Mobile that Customer's Device is lost or stolen, T-Mobile will suspend Customer's Wireless Services and Customer will not be responsible for additional usage Charges incurred in excess of Customer's Rate Plan Charges, applicable Taxes and Fees, and Surcharges with respect to the Lost Device after Customer notifies T-Mobile about the Lost Device. If Customer purchased a Device through T-Mobile's EIP Program, Customer remains obligated for the total unpaid amounts due on the Device. If Charges are incurred before Customer notifies T-Mobile, Customer is not liable for unauthorized Charges. Customer may request that T-Mobile investigate Charges Customer believes to be unauthorized. T-Mobile may ask Customer to provide information to support Customer's request. If T-Mobile determines the Charges were unauthorized, T-Mobile will credit Customer's account. If T-Mobile determines the Charges were authorized, T-Mobile will inform Customer within 30 days and Customer will be responsible for all Charges incurred. If Customer requests that the Wireless Services not be suspended on the Lost Device, Customer will remain responsible for all Charges incurred under that specific line of Wireless Service. T-Mobile may prevent a lost or stolen Device from registering on T-Mobile's and other networks.
- 9. <u>Services Cancellation, Exchange, and Returns</u>. Customer may cancel a new line of Wireless Service within 30 days of activation ("Cancellation Period") by contacting T-Mobile and returning any Device(s) Customer purchased with Wireless Services in Like New condition (defined below). Customer may exchange or return a Device

within 30 days from the Device or accessory purchase date ("Return Period"). Only Like New Devices returned with proof of purchase to Customer's T-Mobile account representative or team, or the location from which the Device was purchased within the Cancellation or Return Period are eligible for a refund of the purchase price. Refunds and exchanges will be less any rebates received and shipping costs. Certain promotional offers may require Customer to return all items received with the Device and could cause Customer to become ineligible for promotional discounts. Certain accessories, such as earpieces, may not be refunded or exchanged in some jurisdictions.

A "Like New Device" is a Device purchased from T-Mobile, in its original packaging with all contents, undamaged, and in good working condition with no material alterations to the Device's hardware or software, as determined by T-Mobile. Customer may be required to pay a restocking fee for failing to return a Device with included packaging, manuals or accessories, or if the Device exchanged and/or returned is in a damaged, altered or destroyed condition. Even if Customer cancels Wireless Services and/or returns any Device as provided in this Agreement, Customer must pay all Wireless Services and Charges incurred through the end of Customer's Wireless Services term or return date. If Customer attempts to cancel Wireless Services, but does not return the applicable Device, or if such Device is returned in a damaged, altered or destroyed condition or is locked with software or otherwise unusable, T-Mobile may take one or more of the following actions: (a) prevent such Device from working on any network; (b) elect not to process the Wireless Services cancellation; or (c) charge Customer the suggested retail price or the cost to repair the applicable Device, which may be greater than the price paid for such Device plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies will not apply to Customers who purchase Device(s) through T-Mobile's EIP, and the terms of that program's agreement will supersede and control the purchase or lease of those Devices.

- Third-Party Equipment. If Customer uses third-party equipment, handsets or devices that are not provided to Customer directly by T-Mobile ("Third-Party Equipment") with the Wireless Services, Customer acknowledges and agrees: (a) T-Mobile will not accept any returns of the Third-Party Equipment; (b) Customer and its Users use the Third-Party Equipment at Customer's own risk and T-Mobile provides no warranty of any kind on the Third-Party Equipment; (c) T-Mobile will not offer or provide Customer Support services for the Third-Party Equipment; (d) the Third-Party Equipment may not function properly with the Wireless Services or applicable network; and (e) Customer will be responsible for monthly service charges accrued from the date T-Mobile fulfills an order for a Subscriber Identity Module ("SIM"). T-Mobile disclaims all liability for Customer's use of Third-Party Equipment. If T-Mobile certifies or endorses the use of certain Third-Party Equipment with the Wireless Services, the above provisions will still apply. Customer is responsible for any impairment, interference, or harm caused by Third-Party Equipment.
- **T-Mobile Equipment.** T-Mobile or its suppliers retain title and property rights to T-Mobile-provided equipment (excluding equipment sold to Customer under the Agreement). Upon termination or expiration of the Agreement or the applicable Services, Customer will surrender and immediately return the T-Mobile-provided equipment (excluding equipment sold to, and completely paid for by, Customer under the Agreement) to T-Mobile.

12. <u>Purchase of Products from Third-Parties</u>.

- **12.1 Purchase and Download of Third-Party Products**. Customer and its Users may purchase, or download, third-party products and content, not sold to Customer or its Users by T-Mobile, using its Devices. Customer may block its Users from purchasing, or downloading, third-party products and content using their Devices by emailing T-Mobile at businesscare@t-mobilesupport.com, or by contacting Customer Support at (800) 375-1126, or contacting the applicable T-Mobile sales representative. Some Devices or third-party products and downloaded content may contact the Network without Customer's knowledge, which may result in additional Charges, such as while roaming internationally. Unless otherwise expressly provided in this Agreement, Customer must direct any support questions for third-party products to the third-party seller identified at the point of purchase.
- **12.2 No Liability for Use of Third-Party Products.** Customer's download and use of third-party products, including content, is at Customer's own risk. T-Mobile expressly disclaims all liability related to, or arising from, Customer's use of anythird-party products, including liability related to, or arising from, any updates, modifications, outages, failures, corruption of data, or loss of data, discontinuance of services. T-Mobile does not control, and is

not responsible or liable for how, any third-party products transmit, access, store, or use data. Some third-party products may require Customer's agreement to a license or other terms with the third-party. Any such dealings with a third-party (such as a merchant or content provider) are strictly between Customer or the User, and the third-party.

- **12.3 No Liability for Third-Party Websites**. Any websites that Customer or its Users access that are not T-Mobile websites are not reviewed, controlled, or examined by T-Mobile and T-Mobile is not responsible for any such third-party websites.
- **13.** Additional Terms for Plans and Other Features. The following terms apply to Customer's Master Account data plans.
- **13.1 Permissible and Prohibited Uses.** Customer's data plan is only for Web browsing, messaging, and similar activities. If Customer brings its own Device or acquires a Device from T-Mobile, Customer agrees that it will be activated on the Network and Customer will not resell or modify (to the extent such modification negatively impacts the Network) the Device.
- **13.1.1** Examples of permitted uses include, but are not limited to: (a) voice calls; (b) web browsing; (c) messaging; (d) email; (e) streaming music; and (f) tethering a Device to other non-harmful devices pursuant to the terms and conditions and allotments of the associated Rate Plan.
- 13.1.2 Examples of prohibited uses include, but are not limited to: (aa) except for a T-Mobile-provided equipment, using a repeater or signal booster; (bb) compromising Network security or capacity, degrading Network performance, use of malicious software or "malware", hindering other customers' access to the Network, or otherwise adversely impacting Network service levels or legitimate data flows; (cc) using applications which automatically consume unreasonable amounts of available Network capacity; (dd) using applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades Network capacity or functionality; (ee) misuse of the Wireless Services, including "spamming" or sending harassing, threatening, obscene, fraudulent, unlawful, abusive, or unsolicited commercial text, email or other messages or other mass automated communications; (ff) monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals; (gg) unauthorized reprogramming or "unlocking" of a Device's software programming lock; (hh) tampering with, reprogramming, altering, or otherwise modifying Customer's Devices to circumvent any T-Mobile policies or violate anyone's intellectual property rights; (ii) causing harm or adversely affecting T-Mobile, the Network, T-Mobile customers, employees, business, or any other person; (jj) conflicts with Applicable Law; (kk) is not in accordance with this Agreement; and (II) attempting, or assisting or facilitating anyone else in any of the above activities . T-Mobile reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, modify, disconnect, or suspend Wireless Services if a wireless Product engages in any of the prohibited voice or data uses detailed above or if T-Mobile determines action is necessary to protect the Network from harm or degradation.
- 13.2 Services Limitations, Connectivity and International Use. Customer acknowledges and agrees that a User's use of any Wi-Fi network is permissible, and that Customer (and not T-Mobile) is solely responsible for any Wi-Fi and Internet charges associated with a User's use of such services. Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service may not be available with Wi-Fi Calling. Calls from certain designated countries and destinations* are currently\$.20/min (subject to change) for international roaming (no charge for Wi-Fi calls to the United States, Mexico and Canada from these designated countries and destinations*). Calls made from outside of these designated countries and destinations* will be charged standard, prevailing international roaming rates. (Except as indicated in the Agreement, T-Mobile offers travel without limits with unlimited 2G data and texting in 215+ countries and destinations at no extra charge. The list of 215+ countries and destinations is subject to change. For more information on international rates, service and coverage, see https://www.t-mobile.com/business/international-coverage.

14. 911 and Emergency Services.

- messages, including the provision of location information. 911 service may not be available or reliable, regardless of technology used, and Customer's ability to receive emergency services may be impeded. T-Mobile cannot assure Customer that if Customer places a 911 call or text Customer will be found. If a User dials 911 while outside the United States, 911 services may not be available. 911 services are made possible by state and local governments. T-Mobile handsets are capable of making calls to 911 in the United States, and 911 access is available to customers regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Users should be prepared to provide information about where the User(s) is located. In some cases, 911 communications center operators may not know the User's phone number or have information about that User's location. Other third-party entities are involved in connecting a 911 call or text and T-Mobile may not determine the public safety agency to which the 911 communication is routed. If Customer is porting a phone number to or from T-Mobile, T-Mobile may not be able to provide Customer with some Wireless Services, such as 911 location services, while the port is in process. Customer acknowledges the limitations in this section and Customer is responsible for making its Users aware of the limitations provided for in this section.
- **14.2 Location Information for Emergency Services.** T-Mobile may use a variety of information and methods to determine the location of a 911 call, including T-Mobile's Wireless Network if available in a User's location, or the location of a User's Primary Address (further described in the Primary Address section below). Even with this information, Customer acknowledges that an emergency operator may not be able to receive or use the address information or a User's phone number to locate the User to provide emergency services.
- **14.3 Text-to-911.** Text-to-911 may be available in some locations where T-Mobile Wireless Services are provided and is dependent on the public safety agency's ability to receive text messaging. Text-to-911 may not be available when roaming on another provider's network.
- **14.4 Wi-Fi Calling.** Calls made using an internet connection such as via Voice over Internet Protocol (VoIP) or Wi-Fi, including calls to 911, are collectively referred to as Wi-Fi Calling ("**Wi-Fi Calling**"). Wi-Fi calling is fundamentally different from traditional telephone service and has inherent limitations. Calls to 911 using Wi-Fi calling operate differently than wireline 911 calls, and as such, may be impaired or unavailable:
 - If User utilizes Wi-Fi Calling in a location other than at the Users Primary Address (further described in section 14.5);
 - If there is a problem with the broadband network utilized, including network congestion, network, equipment, power failure, another technical problem, or during system updates or upgrades; or
 - If User has lost electrical power.
- **14.5 Primary Address.** Customer is required to provide T-Mobile with a valid address for the location at which Customer's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Customer does not provide T-Mobile with a Primary Address, T-Mobile may block User's usage of T-Mobile's Wi-Fi calling service. If such address changes, either temporarily or permanently, Customer will register the new address with T-Mobile. T-Mobile assumes no responsibility for obtaining the Primary Address. Customer can update a Primary Address by contacting Customer Support. When Users use Wi-Fi Calling Services away from the Primary Address, T-Mobile may have no, or very limited, information about the User's location, which could result in (i) a 911 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 911 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.
- **14.6** Accessibility. Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE ("VolTE"). If Users cannot make a voice call to 911, T-Mobile recommends that Users use an internet-based Telecommunications Relay Services such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service.

T-Mobile Real-Time Text ("RTT") technology is available on T-Mobile's network and can be used on select devices to contact 911. For more information, see www.t-mobile.com/accessibilitypolicy.

- **14.7 Supplemental Coverage from Space.** Supplemental Coverage from Space (SCS) uses a satellite constellation to provide some wireless service in areas not served by terrestrial network connections. If your service agreement includes SCS, the following conditions apply. Voice calling including voice calling to 911, is not available via SCS at this time. If voice calling becomes available via SCS in the future, the following limitations apply equally to voice calls to 911 as they do to text-to-911. There are circumstances under which text-to-911 service over satellite may not be available or may be limited in comparison to traditional text-to-911 service. Those circumstances may include potential delay in connecting the text-to-911 service, potential inability to determine your location and telephone number, potential consequences of moving into or out of terrestrial coverage during a text exchange, potential inability for your device to connect to the satellite, and potential issues in connecting between satellite and terrestrial networks. Some 911 communications over satellite may be delivered to an emergency call center, rather than to a traditional 911 answering point. The emergency call center may not be able to contact local emergency authorities or may be delayed in doingso. All communications services provided via satellite, including 911 messages and calls, are subject to delivery delays.
- **14.8 Emergency Alerts.** T-Mobile has chosen to offer wireless emergency alerts within portions of T-Mobile's coverage area on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visit: www.t-mobile.com/responsibility/consumer-info/safety/wireless-emergency-alerts.
- 15. Location Based Services. Some Services, Products, Third-Party Solutions, or third-party products may include or use optional services, such as LBS. If Customer or its Users download, access, or otherwise use any Services, Products, Third-Party Solutions, or third-party products that include or utilize LBS, it is at their request and direction. Prior to any access or use by Customer or its Users of Services, Products, Third-Party Solutions, or third-party products that include or use LBS, Customer and/or its Users must review the terms of service, privacy and other policies applicable to such Product, Services, Third-Party Solutions, or third-party products to understand how the provider will provide LBS and what data the provider may access, use, or store. Customer and/or its Users are solely responsible for determining the obligations under, and ensuring its compliance with, Applicable Laws governing the use of LBS. If Customer uses any Service, Product, or third-party product that includes or utilizes LBS, Customer is responsible for providing all notices to, and obtaining all consents from, Users, in accordance with Applicable Law. Nothing under this Agreement relieves Customer of its obligations to its Users, including the notice and consent requirements for other optional services.
- **16.** <u>Network Security</u>. T-Mobile may monitor and inspect its network traffic to protect the Network from communications that pose a security threat.
- Mobile Device Management Services. means the optional Third-Party Solution for Mobile Device Management ("MDM") that Customer may purchase from T-Mobile for to manage its Devices. In connection with the MDM Service: (a) Customer authorizes T-Mobile to provide the Third-Party Provider of the MDM Service and its Affiliates any Device Information that the Third-Party Provider requests or requires in relation to enrollment of the Devices that Customer manages; (b) T-Mobile is not responsible for the MDM Service's use, storage, transmission, processing, disclosure, or disposal of any Device Information in connection with the MDM Service; (c) Customer uses the MDM Service at Customer's own risk; and (d) Customer's use of the MDM Service will be governed solely by terms and conditions between Customer and the Third-Party Solution Provider. If Customer uses the MDM Service, Customer is responsible for providing all notices to, and obtaining all consents from, Users, in accordance with Applicable Law. T-Mobile does not control, and is not responsible or liable for, how an MDM Third-Party Provider Service transmits, accesses, stores, or uses data.
- **18.** <u>Employee Benefits Program</u>. This Section pertains to IL accounts ("Employee Accounts"). Employees may activate a line of Wireless Services under the T-Mobile Benefits Program in retail stores operated by T-Mobile or a T-Mobile authorized dealer, by calling T-Mobile's toll-free number at 1-855-570-9947, or as otherwise offered by T-

Mobile. T-Mobile periodically reviews Employee Accounts to confirm continued proof of employment and employee eligibility or other methods of verification. Upon T-Mobile's request, employees will provide proof that they are currently employed by Customer. After employment with Customer ends, employees will be eligible to receive Wireless Services under T-Mobile's standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Customer will not be liable for payment on any Employee Account established under the Employee Benefits Program. T-Mobile may change or discontinue any or all of the benefits, offers, including eligibility, or features of its Employee Benefits Program. The Parties may reasonably cooperate in marketing the Employee Benefits Program to Customer's employees.