

T-MOBILE BUSINESS INTERNET SERVICES ADDENDUM

This T-Mobile Business Internet Services Addendum (the “**Addendum**”) will govern Customer’s purchase and use of T-Mobile Business Internet Services (as defined below in Section 1) and is made part of, and is subject to, the terms and conditions of the Agreement. Unless defined in this Addendum, the capitalized terms in the Agreement will apply to this Addendum. This Addendum is effective as of the Effective Date.

References to “Agreement” in this Addendum mean the Customer’s underlying services agreement with T-Mobile (the “**Agreement**”). Use of BI Services (as defined below) is subject to acceptance of this Addendum and the terms set out herein. The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“**Order**”).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 Addendum or the Agreement.

1. Description of the T-Mobile Business Internet Services. The T-Mobile Business Internet Services are fixed wireless connectivity services, including wireless broadband connectivity, managed services, and Productivity Filtering, using BI Devices (as defined below) (together, the “**BI Services**”).

2. Definitions

2.1. BI Device(s) means as applicable, a T-Mobile, or third-party, provided Internet Wi-Fi gateway router, or other hardware, including SIM cards, provided to Customer for use with the BI Services.

2.2. “Productivity Filtering” means restricting access to some non-business-related applications (e.g., gaming and entertainment streaming) and other sites that pose a security risk as defined by third-party analysis. Customer may select a “Productivity Filtering Off” rate plan to allow their Users unrestricted internet access.

3. Changes to Productivity Filtering. Customer’s Authorized Representatives may configure Productivity Filtering using the Customer portal. Customer will communicate its Productivity Filtering selections, features, and any changes to those selections to its Users so that they are aware that disabling access to certain content is based upon Customer’s choices and sole discretion. Customer’s Authorized Representatives may make changes to Productivity Filtering by contacting Customer Care at (800)375-1126 or Customer’s T-Mobile sales representative.

4. Term. The term of this Addendum will commence on the Effective Date and will continue on a month-to-month basis, unless either (a) terminated by either Party upon sixty (60) days’ advance written notice to the other Party; or (b) either Party terminates the Agreement pursuant to its termination provision.

5. Pricing. Unless otherwise identified in an Order, prices for BI Services are identified in the Customer’s Agreement and/or applicable pricing attachment (Business Internet Pricing) that will supplement this Addendum.

6. BI Devices.

6.1. BI Device Terms. Customer’s activation of any BI Devices may be subject to acceptance of third-party end user, privacy, or other terms from the third-party provider of the BI Device (“**Third-Party Provider**”) presented to User upon initial activation of the BI Device (“**Third-Party Provider Terms**”). The Third-Party Provider Terms are solely between the Third-Party Provider and Customer and may be updated at any time by the Third-Party Provider. T-Mobile is not bound by, and does not assume any obligations, commitments, or liability under the Third-Party Terms.

6.2. Return of BI Devices Upon Termination. If Customer has been provided a BI Device, Customer is responsible for the BI Devices while using the BI Services. Upon termination of this Addendum, unless otherwise agreed to, Customer must return the BI Devices to T-Mobile in operational condition, reasonable wear and tear excepted. If the BI Devices

are not returned, Customer must pay the replacement cost of the BI Devices up to the full cost of the BI Device. The BI Device must be returned immediately (a) upon T-Mobile's request; or (b) upon termination of Customer's Business Internet Service with T-Mobile. Customer can return the BI Device by contacting Customer Care (if a T-Mobile customer, by calling 611 from a T-Mobile phone) or T-Mobile for Business Experts at 800-375-112.

6.3. Lost or Stolen BI Devices. If Customer's BI Device is lost or stolen, Customer will promptly notify T-Mobile at (800) 375-1126 or Businesscare@t-mobilesupport.com, to deactivate the BI Device. If BI Devices are lost, then Customer will be charged up to the maximum of the full retail price for each lost BI Device.

6.4. Additional Terms of Use of the BI Devices and BI Services. Customer agrees to use BI Services and BI Devices as follows:

- a. The BI Services and BI Devices are to be used for Customer's business purposes only.
- b. Customer acknowledges and agrees that if Customer moves the BI Device to another location that was not confirmed and certified by T-Mobile, then the BI Device may not work as expected in that new location.
- c. If applicable, Customer represents and warrants that Customer has authorization to share end user employee personal information (e.g., end-user home address) to T-Mobile for the purpose of provisioning BI Services to its Users under Customer's Master Account.
- d. Customer represents and warrants that the BI Services and BI Devices will be used in accordance with the terms and conditions of this Addendum and the Agreement.

7. Term; Subscription. Some BI Devices may require a 3-year subscription term ("**Subscription**"). Customer will purchase a subscription for such Device by placing an Order with T-Mobile that identifies price, and quantity (the "**Subscription Term**"), and requested delivery dates and destinations. Once Customer completes the Subscription Term, Customer may purchase a new license under the same terms ("**Renewal Term**"), prices for the BI Device and Subscription may change for the new Renewal Term.

7.1. Early Termination of Subscription. To the extent applicable to Customer's purchase, if Customer terminates any Subscription prior to the end of the Subscription Term, or if T-Mobile terminates any license for cause before the end of the Subscription Term, Customer will be responsible for a one-time payment of the remaining monthly recurring payments due up to the total Subscription cost for each terminated license ("**Remaining Balance**"). T-Mobile will calculate the Remaining Balance in good faith following any such termination T-Mobile will invoice the amount due and payable.

8. Disclaimer. T-Mobile expressly disclaims all liability related to or arising from any and all Unauthorized Modifications (as defined in Section 9, below) to BI Devices, including Customer's continued use of the BI Device after Unauthorized Modifications were made, or any and all 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 the Third-Party Provider (as described in Section 6.1, above). T-Mobile is not responsible for wireless connections with BI Devices that are not connected to the T-Mobile Network. Customer is solely responsible and will, to extent permitted by applicable law, indemnify T-Mobile, and hold T-Mobile harmless for any and all costs, expenses, damages, and liabilities that arise from Unauthorized Modifications to the any and all BI Devices.

9. Unauthorized Modifications. Customer will not make any unauthorized modifications, changes, updates, relocating, or reconfiguration to the BI Devices ("**Unauthorized Modifications**"). Improper use and Unauthorized Modifications can lead to short circuits and other mechanical issues and the risk of fire, leading to personal injury or significant damage to Customer's or third-party equipment, facilities, or personnel.

10. Remote Access Support. If required, Customer will provide T-Mobile and T-Mobile approved partners/agents support staff with remote access to enable T-Mobile engineers to provide fault diagnosis, problem corrections, remote maintenance, and information gathering, such as log files, error message, etc. and otherwise be available to provide support, as needed.

11. 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.

12. Miscellaneous. The Agreement and this Addendum constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Addendum. The Agreement and this Addendum supersede all prior understandings, communications, and agreements between Customer and T Mobile with respect to this Business Internet Services Addendum.