

**ENTERPRISE MESSAGING SERVICES ADDENDUM
TO THE
AGREEMENT
FOR CORPORATE LIABLE LINES ONLY**

This T-Mobile Enterprise Messaging Services Addendum (“**Addendum**”) and the Agreement (as defined below) set the terms and conditions that govern Customer’s purchase of the EMS Services (as this term is defined below) from T-Mobile. For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the “**Parties**,” and individually as a “**Party**.” References to “**Agreement**” in this Addendum mean the Customer’s underlying corporate services agreement with T-Mobile (the “**Agreement**”). This Addendum supplements and does not amend the Agreement.

1. Enterprise Messaging Services Description. Enterprise Messaging Services is a bulk messaging platform that provides the ability for Customers to alert their employees via supported protocols to the Network in order for such data to be converted and delivered via short message service messages (SMS) to Customer’s employees (“**EMS**”). EMS supports a number of protocols; refer to the Implementation Guide for Enterprise Messaging provided to you during implementation for more information.

2. End-User Use Only; No Resale. Customer may use EMS solely for its internal business purposes to send messages to its own employees who are end-user subscribers on the T-Mobile Network. Customer will not resell, sublicense, lease, market, distribute, or otherwise make EMS available to any third party, including without limitation Customer’s customers, affiliates, contractors, agents, or service providers.

3. Solution Terms of Service T-Mobile is solely providing Customer with network connectivity to access EMS and Customer agrees to provide authorization for T-Mobile to retrieve Customer’s EMS messages in the applicable protocol from the Network to Syniverse, the third – party provider of EMS. T-Mobile does not control and is not responsible or liable for how Syniverse transmits, accesses, stores, or uses data, including Customer’s data.

4. Traffic Classification and Compliance. Customer represents and warrants that all messaging traffic sent using EMS is accurately classified and authorized in accordance with T-Mobile messaging policies, including applicable A2P, P2P, and campaign registration requirements, as may be updated from time to time.

5. Responsibility for the Solution. T-Mobile expressly disclaims all liability related to or arising from EMS, including Customer’s use of EMS, 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 Syniverse. Customer agrees that T-Mobile may make intermediate and transient copies of data and SMSs as they are transmitted and/or routed through T-Mobile’s Network. Customer will immediately notify T-Mobile if it knows or has reason to know of an unusual or abnormal flow, number, or type of messages and if any such unsolicited data, messages, or viruses are being sent to Customer’s employees via EMS. Customer further agrees to use best efforts to prevent and/or block any such unsolicited data, SMSs, or viruses from being sent to its Users. T-Mobile is not responsible for wireless connections with EMS that are not provided via the Network.

6. Customer Compliance.

6.1 Technical and Security Compliance. Customer will comply with all technical, security, authentication, throughput, connectivity, and implementation requirements specified by T-Mobile, including without limitation requirements set forth in implementation guides, onboarding documentation, technical specifications, and security policies, as such requirements may be updated by T-Mobile upon reasonable notice.

6.2 Credential Security. Customer is solely responsible for safeguarding all credentials, certificates, VPN configurations, and access controls used in connection with EMS.

6.3 Content and Regulatory Compliance. Customer is solely responsible for the content of all messages transmitted using EMS and for compliance with all applicable laws, regulations, and industry guidelines, including without limitation the Telephone Consumer Protection Act (TCPA), CTIA Messaging Principles, consumer protection laws, and anti-spam, anti-phishing, and privacy requirements. Customer represents and warrants that it has obtained all required consents and authorizations for such messaging.

7. **Limitations/Disclaimers.** The Solution captures and routes SMS/MMS messages only. No other messaging protocols are supported. For international services provided in connection with roaming agreements in certain regions of the world, use of EMS may be limited.

7.1 Indemnification. Customer will indemnify, defend, and hold harmless T-Mobile and its affiliates from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (i) Customer's use of EMS, (ii) the content of any messages sent by or on behalf of Customer, (iii) Customer's violation of applicable law or messaging policies, or (iv) Customer's breach of this Addendum.

8. **Pricing.** Pricing for EMS is listed on Annex 1 (Enterprise Messaging Services Pricing) to this Addendum.

9. **Support.** Customer may contact their T-Mobile Sales representatives with any technical issues. For billing and other issues Customer can contact Customer Support at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com.

10. **Term and Termination.** The term of this Addendum will commence on the Addendum Effective Date and will continue on a month-to-month basis. Either Party may terminate this Addendum without cause upon thirty (30) days' prior written notice to the other Party pursuant to the notice requirements in the Agreement.

10.1 Suspension and Termination Rights. In addition to any other rights, T-Mobile may immediately suspend, block, de-prioritize data, or terminate EMS, in whole or in part, without notice or liability, if Customer violates this Addendum, applicable messaging policies, or applicable law, or if Customer's use of EMS adversely impacts the T-Mobile Network or third-party service providers.

10.2 No Damages. Customer acknowledges that it shall have no right to damages, credits, or refunds arising from any suspension, blocking, or termination under this Section.

10.1 T-Mobile may terminate this Addendum and the EMS if Customer uses EMS in any way that interferes with the Network, or uses the Service for any Prohibited Use, as defined in the Agreement.

11. **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 Addendum. In the event of any inconsistency between the Agreement and the terms of this Addendum, the terms of this Addendum will control.

11.1 No Third-Party Beneficiaries. Customer acknowledges that third-party suppliers used by T-Mobile in connection with EMS, including Syniverse, are not parties to this Addendum and owe no duties or obligations to Customer. Nothing in this Addendum creates any third-party beneficiary rights in favor of Customer against such suppliers.