

STANDARD GOVERNMENT TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES

("STANDARD GOVERNMENT TERMS AND CONDITIONS")

1. GENERAL.

- 1.1. **GENERAL.** These Standard Government Terms and Conditions contain general provisions that apply to Customer's purchase and use of all Products and Services. "Agreement" refers to the written service agreement signed by Customer for the purchase of Products and Services and all attachments, these Standard Government Terms and Conditions, documents incorporated by reference, and related Order(s).
- 1.2. **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.
- 1.3. **Order of Precedence.** Customer's solicitation (if any) 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. **TERM.** The Agreement begins on the Effective Date and, unless earlier terminated in accordance with the terms of the Agreement, expires upon the expiration of the term as set forth in the written service agreement or Order signed by the parties ("Term"). Upon expiration of the Term, 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 the Agreement, excluding minimum commitments, or, with advance notice, at standard list pricing, until either party provides 30 days' advance written notice to terminate.

3. **PRODUCT AND SERVICE SPECIFIC TERMS.** Customer's use of T-Mobile Products or Services is also governed by any applicable Product and Service specific terms accessible at the Rates and Conditions Website, including, but not limited to, the Additional Terms for Wireless Services.

4. RATES AND CHARGES

- 4.1. **Pricing and Terms.** Prices for Services and Products purchased under this Agreement are identified in the Agreement or an attachment to the Agreement. If Customer purchases a Product or Service 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 product specific terms related to the Product or Service will apply.
- 4.2. **Rate Adjustments.** T-Mobile may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs T-Mobile incurs in complying with governmental programs. These fees, charges or surcharges may include state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges, and the amounts may vary. If the Federal Communications Commission ("FCC") requires that T-Mobile contribute to the Universal Service Fund ("USF") based on Services that T-Mobile in good faith has treated as exempt, T-Mobile will bill Customer the CUSC for such Services beginning on the date the FCC establishes such Services became subject to USF contributions.
- 4.3. **Taxes.** T-Mobile's rates and charges for Products and Services do not include taxes, nor do the rates and charges contemplate that taxes will be deducted or withheld by Customer from the payments Customer makes to T-Mobile. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Customer will not deduct any withholding taxes (or taxes deducted at the source) from any invoiced amounts. Customer will pay T-Mobile as if no withholding taxes were applied, and will additionally pay any withholding taxes to the relevant authorities in accordance with applicable law. To the extent Customer deducts withholding taxes from any invoiced amount, Customer agrees to indemnify T-Mobile in the amount of Customer's deduction of such withholding taxes. Customer will not be responsible for payment of T-Mobile's direct income taxes, employment taxes, and any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.
- 4.4. **Tax Situs.** Customer will provide accurate information to T-Mobile regarding Customer's place(s) of primary use ("PPU") of the Services and Products purchased under this Agreement. Customer will notify T-Mobile of any changes to its PPU's, which should reflect Customer's street address representative of where Customer's use of the Service or Products primarily occurs. In the absence of such information, T-Mobile, in its sole discretion, will use the best information available to determine the

correct situs for Taxes and Fees and Charges applicable to the Services and Products purchased by Customer under this Agreement. If Customer provides T-Mobile with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the Service area associated with its Master Account numbers, Customer may be assigned a default location for Taxes, Fees and surcharge calculation, which may result in a higher or lower charge for certain Taxes and Fees and surcharges.

5. ORDERS, BILLING AND PAYMENT

5.1. Orders. Customer is responsible for all Orders issued under this Agreement, including Orders placed by Customer's Affiliates that have not entered into an Affiliate Enrollment Agreement with T-Mobile. T-Mobile may accept an Order by (A) signing and returning a copy of the Order to Customer; (B) delivering any of the Products or Services ordered; (C) informing Customer of the commencement of performance; or (D) returning an acknowledgment of the Order to Customer. The terms and conditions in any Customer-generated Order template will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by this Agreement. Customer may cancel an Order at any time before T-Mobile ships the Order or begins performance, but Customer will pay any actual costs incurred by T-Mobile due to Customer's cancellation. T-Mobile may reject or cancel an Order for any reason. T-Mobile will notify Customer of rejected or canceled Orders.

5.2. Billing. In general, for recurring Services, T-Mobile bills fixed Service charges in advance and usage-based charges in arrears. Depending on the Product or Service ordered, T-Mobile may begin billing Customer on the date the Products or Services are made available to Customer, or on the delivery date specified in the Order. If T-Mobile cannot make available a Product or Service due to a Customer-caused delay, T-Mobile may bill Customer as of the delivery date specified in the Order or, if no date is specified, any time 30 days or more after T-Mobile receives the Order. **Unless otherwise agreed by the parties in writing, T-Mobile will bill Customer electronically and will notify Customer via email when the bill is available for viewing.**

5.3. Payment Terms. For the Products and Services acquired under this Agreement, T-Mobile will bill Customer, and Customer will pay T-Mobile, in United States dollars (USD). Payment terms are net 30 days from the date of invoice receipt (the "Due Date"). Except as provided in the Disputed Charges section below, if Customer fails to pay all amounts due by the Due Date, then T-Mobile reserves the right to charge a late fee (up to the maximum allowed by law). Customer may not offset credits owed to Customer on one account against payments due on the same or another account. T-Mobile's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by T-Mobile to collect past due amounts, including reasonable attorneys' fees. Customer agrees to remit payments using cash, check, or electronic fund transfer. Customer must contact its assigned T-Mobile representative to use an alternative form of payment.

5.4. Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) pays all undisputed charges on or prior to the Due Date; and (B) within 30 days of the Due Date, provides T-Mobile with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with T-Mobile to resolve promptly any disputed charge. If T-Mobile determines, in good faith, that the disputed charge is valid, T-Mobile will notify Customer and, within five business days of receiving notice, Customer must pay the charge or invoke the negotiation process outlined in the Dispute Resolution section below. If T-Mobile determines, in good faith, that the disputed charge is invalid, T-Mobile will credit Customer for the invalid charge.

5.5. Payment History. T-Mobile's provision of Products and Services is subject to T-Mobile's credit approval of Customer. T-Mobile may obtain Customer's business credit report. If Customer's financial circumstance or payment history is or becomes reasonably unacceptable to T-Mobile, then T-Mobile may require adequate assurance of future payment as a condition of providing Products and Services to Customer. T-Mobile may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

6. DISCLAIMER OF WARRANTIES. 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 AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND PRODUCTS, EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER WITH THE PRODUCTS OR IF CUSTOMER RECEIVED A WRITTEN "T-MOBILE LIMITED WARRANTY" WITH A PRODUCT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF T-MOBILE'S AGENTS (EXCEPT FOR THE "T-MOBILE LIMITED WARRANTY"), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY T-MOBILE PARTIES. T-MOBILE PARTIES DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON THEIR BEHALF AND CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENT. T-MOBILE PARTIES DO NOT WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND SERVICES AVAILABLE THROUGH THE SERVICE OR PRODUCT 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 PRODUCTS AND SERVICES. SOME STATES MAY LIMIT THE

7. EQUIPMENT AND SOFTWARE

- 7.1. Non-T-Mobile Equipment or Software.** Customer is responsible for curing any impairment to Product or Service quality that is caused by equipment or software not provided by T-Mobile. Customer will continue to pay T-Mobile for Products and Services during such impairment.
- 7.2. Software License.** Customer is granted a non-exclusive and non-transferable license or sublicense to use software provided with a Product or Service, in accordance with the applicable software licensing terms. No rights are granted to source code. Customer cannot use any software on behalf of third parties or for time share or service bureau activities and cannot reverse engineer, decompile, modify, or enhance any software. T-Mobile may block or terminate Customer's use of any software if Customer fails to comply with applicable licensing terms.

8. USE OF PRODUCTS AND SERVICES

- 8.1. Additional Terms for Wireless Services.** If Customer uses Products or Services, Customer must conform to the Additional Terms for Wireless Services set forth in Attachment B. Customer will prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- 8.2. Resale.** Customer agrees that this is a retail purchase agreement for use only by Customer and its other T-Mobile-authorized end users. Customer may not resell or lease Products and Services to any third party unless specifically set forth herein or in an attachment.

9. CONFIDENTIAL INFORMATION

- 9.1. Definitions.** "Confidential Information" means nonpublic information (A) about the Discloser or the Discloser's business and operations, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (C) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes the pricing and terms of this Agreement. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.
- 9.2. Nondisclosure.** Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in this Agreement. This obligation will continue until two years after this Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other T-Mobile or T-Mobile Affiliate services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.
- 9.3. Injunction.** The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of an adequate remedy at law.
- 9.4. Customer Proprietary Network Information; Privacy.** As T-Mobile provides Products and Services to Customer, T-Mobile develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and T-Mobile has a duty, to protect the confidentiality of CPNI. T-Mobile's privacy policy, as amended from time to time, includes information about T-Mobile's CPNI and other data practices and can be found at www.t-mobile.com/privacy.
- 9.5. Use of Name, Service Marks, Trademarks.** Except as provided in the Section below, neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Additionally, Customer agrees that, three months following the Effective Date, and anytime thereafter, if T-Mobile requests, Customer and T-Mobile will discuss the possibility of a Customer representative providing a reference for T-Mobile. Customer is not under obligation to provide such a reference.
- 9.6. 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.

10. LIMITATIONS OF LIABILITY. The parties are commercial entities and acknowledge that each has had the opportunity to seek advice from counsel pertaining to this Agreement.

10.1. Damage Limitations. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of this Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. Customer's payment obligations, liability for early termination charges, and the parties' indemnification obligations under this Agreement are excluded from this provision.

10.2. Damage Waivers.

A. NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS (INCLUDING LOST REVENUE AND LOSS OF BUSINESS OPPORTUNITY, AND REGARDLESS OF THE THEORY FOR RECOVERY), OR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT.

B. T-Mobile is not liable (i) for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across T-Mobile network transmission facilities or Customer premise equipment; (ii) for the content of any information transmitted, accessed or received by Customer through T-Mobile's provision of the Products and Services, excluding content originating from T-Mobile; or (iii) if a commercially reasonable change in Products or Services causes equipment or software not provided by T-Mobile to become obsolete, require alteration, or perform at lower levels.

11. INDEMNIFICATION

11.1. Personal Injury, Death or Damage to Personal Property. T-Mobile will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against Customer by a third party (collectively, "Claims"), arising directly from T-Mobile's performance of this Agreement and relating to personal injury, death, or damage to tangible personal property to the extent such Claims are alleged to have resulted from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

11.2. 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.

11.3. Rights of Indemnified Party. To be indemnified, Customer must (A) give T-Mobile prompt written notice of the claim, (B) give T-Mobile full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice T-Mobile's ability to satisfactorily defend or settle the claim. T-Mobile will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but T-Mobile will retain sole control of the claim's settlement or defense.

11.4. Exclusive Remedies. The provisions of this Indemnification section state the entire liability and obligations of T-Mobile and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

12. TERMINATION

12.1. T-Mobile Right to Suspend or Terminate

A. Suspension or Termination for Cause. T-Mobile may suspend or terminate Products or Services or this Agreement immediately if: (i) Customer fails to cure a payment default within 15 days of receiving T-Mobile's written notice of nonpayment; (ii) Customer fails to cure any other material breach of this Agreement within 30 days after receiving T-Mobile's written notice; (iii) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Products or Services; (iv) Customer fails to comply with applicable law or regulation and Customer's noncompliance materially interferes with T-Mobile's performance under this Agreement or exposes T-Mobile to legal liability; or (v) Customer fails to comply with the resell restrictions contained in this Agreement. If Customer disputes the basis for T-Mobile's suspension or termination, Customer must invoke the negotiation process outlined in the Dispute Resolution section below.

B. Technology Evolution

- (1) In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings 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, in its sole discretion, after providing the notice set forth in subsection (2) below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.
- (2) If T-Mobile takes any action set forth in subsection (1) above, T-Mobile will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) listed in this Agreement for Customer, (b) T-Mobile uses for billing, or (c) set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

12.2. Customer Right to Terminate

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

12.3. Early Termination. If T-Mobile terminates a Product, Service, or this Agreement under the Suspension or Termination for Cause section, or if Customer terminates a Product, Service or this Agreement under the Termination for Convenience section, Customer will pay T-Mobile (A) for any Products and Services provided up to and including the date of termination, whether or not billed by the termination date, as well as any applicable early termination fees, any applicable shortfall liabilities and other applicable charges and fees, as set forth in this Agreement, and (B) a pro rata portion of any credits issued (excluding service outage credits) or charges waived, based upon the number of months remaining in any applicable order term or minimum service term at the time of termination.

13. 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.

14. NOTICES. Notices required under this Agreement must be submitted in writing to any address listed in this Agreement for the other party, or for notices to Customer, to the address T-Mobile uses for shipping or billing or as set forth in an Order. In the case of a dispute, notices also must be sent to the following address. A party's dispute notice address may be changed by providing 14 days' advanced written notice to the other party of the change in address.

<p>T-Mobile: T-Mobile USA, Inc. 12920 S.E. 38th Street Bellevue, WA 98006 ATTN: Vice President, T-Mobile for Government</p> <p>With an email copy to: Legal_Government_Contracts@t-mobile.com</p>	<p>Customer</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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15. DISPUTE RESOLUTION

- 15.1. Negotiations.** In the event of a dispute arising from or relating to this Agreement, the disputing party will notify the other party in writing. The parties will negotiate with each other in good faith and will use their best efforts to resolve the dispute within 15 days of the notice date. If the dispute is not resolved within this 15 day period, each party will escalate the dispute to higher management (VP or equivalent). If the dispute is not resolved within 30 days after the escalation, either party is free to seek relief as contemplated in this Agreement.
- 15.2. Arbitration.** Except as otherwise provided in this Agreement, if claims, controversies or disputes between the parties or the parties' agents, employees, officers, directors, or affiliated agents (hereafter "**Dispute**") (including whether a particular dispute is subject to arbitration as provided hereunder) cannot be settled through the negotiation process outlined in Section 15.1, the parties agree that such Dispute will be resolved by binding arbitration conducted in the Seattle, Washington offices of Judicial Arbitration & Mediation Services, Inc. before a single neutral arbitrator. The parties agree that the Agreement affects interstate commerce such that the Federal Arbitration Act and federal arbitration law apply to all Disputes. The parties will submit any documents requested by the arbitrator in advance of the hearing date specified by the arbitrator. The appointed arbitrator selected may grant discovery as required by the reasonable needs of the case and determine motions 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 Disputes between them. As soon as practicable after the hearing, the arbitrator will issue a written decision specifying such relief as may be appropriate. The arbitrator may not award relief in excess of or inconsistent with the provisions of this Agreement, or order consolidation or arbitration on a class wide basis. The arbitrator's award will be final, non-appealable and binding and may be enforced in any court of competent jurisdiction. Each Party will bear its own costs and attorneys' fees and will share equally in the fees and expenses of the arbitrator. Demand for arbitration will be forever barred unless made within one (1) year from the date when the alleged Dispute arose and will be made by written notice given to the other Party. Neither Party may act as a representative of other claimants or potential claimants in any Dispute, and two or more individuals' Disputes may not be consolidated or otherwise determined in one proceeding without the prior written consent of all parties. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS DISPUTE RESOLUTION PROVISION CONSTITUTES A WAIVER OF A JURY TRIAL, OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, CUSTOMER AND T-MOBILE BOTH WAIVE ANY RIGHT TO PURSUE OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTATIVE BASIS.
- 15.3. Waivers.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury. Neither party will make any claim under any consumer protection statute, or in any manner participate in any class action proceeding in a representative capacity against the other party.

16. DEFINITIONS

- 16.1. "Affiliate"** is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.
- 16.2. "Effective Date"** is the date the last party signs this Government Master Services Agreement.
- 16.3. "Order"** means a written, electronic or verbal order, or purchase order, submitted or confirmed by Customer, which identifies the quantity of specific Products and Services Customer is requesting.
- 16.4. "Product(s)"** includes equipment, devices, software, hardware, cabling or other materials sold or leased to Customer under this Agreement as a separate item from, or bundled with, a Service.
- 16.5. "Rates and Conditions Website"** refers to the website located at <https://www.t-mobile.com/business/terms-and-conditions>.
- 16.6. "Service(s)"** means all telecommunications, cloud, software, or other services sold or provided to Customer under this Agreement, excluding Products.

- 17. MISCELLANEOUS.** This Agreement, along with any special customer arrangement forms signed by both parties, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. This Agreement may only be amended or altered by a writing signed by both parties' authorized representatives. If a conflict exists among provisions within this Agreement, 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. References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by T-Mobile. If the class action waiver contained in the Arbitration provision is found to be unenforceable, then the entire Arbitration provision will be deemed to be unenforceable. The failure to exercise any right under this Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future. Except for the indemnified parties referenced in the Indemnification section, this Agreement's benefits do not extend to any third party. This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates. Customer may not assign any rights or obligations under this Agreement or any Order without T-Mobile's prior written consent, except that Customer may assign this Agreement, after 30 days' prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Each party

agrees that it will comply with all applicable laws in performance of its obligations under this Agreement. This Agreement will be governed by the laws of the State of Washington, without regard to its choice of law principles. The English version of this Agreement will prevail over any foreign language versions. The terms and conditions of this Agreement regarding confidentiality, indemnification, limitations of liability, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of this Agreement will survive.