

STANDARD GOVERNMENT TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES AGREEMENT

1. Definitions.

1.1 “Affiliate” means any subsidiary or related business entity that a Party has the authority to control, or that is controlled by a Party, or is under common control with a Party and another business entity. For the purposes of this definition, “control” means the possession, directly or indirectly, of more than 50% of the equity securities or equity interests in such entity, or the power to direct or cause the direction of the management and policies of such entity (whether through ownership of securities, partnership interests or other ownership interests, by contract, or otherwise).

1.2 “Charges” means any charges, taxes fees, surcharges and all other amounts T-Mobile bills Customer applicable to Services, Products, and third-party services and products invoiced under a Master Account.

1.3 “CL” means “corporate liable” wireless mobile lines of Service purchased and paid for by Customer for use by its employees.

1.4 “Confidential Information” means information, technology, materials and know-how of the other Party disclosed or acquired by the receiving Party pursuant to, or in connection with, this Agreement and which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought to be reasonably treated as proprietary and/or confidential. The pricing terms, rate plans, discounts and credits are T-Mobile’s Confidential Information.

1.5 “IL” means “individual liable” wireless mobile lines of Service purchased by Customer’s employee(s) for their own personal use.

1.6 “Master Account” means Customer’s corporate master account(s) for the purchase and use of Services and Products under this Agreement.

1.7 “Order” means a written order, including an order submitted electronically and a purchase order, submitted or confirmed by Customer’s authorized representatives and accepted by T-Mobile, that identifies the Services and Products purchased by Customer. For avoidance of doubt, any and all additional terms and conditions in any Customer-generated Order will be void and have no force or effect. These Orders will be used by the Parties to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by the Agreement and agreed upon by the Parties.

1.8 “Product” means any equipment, devices, hardware, cabling or other materials used by Customer in connection with Services that Customer purchases from T-Mobile under this Agreement, and excludes third-party products that are not billed through the Master Account.

1.9 “Rate Plan” means Customer’s Service allotments, such as minutes, messages or data, rates, and other terms.

1.10 “Rates and Conditions Website” refers to the website located at <https://www.t-mobile.com/business/terms-and-conditions>.

1.11 “Service(s)” means any and all services T-Mobile provides to Customer under this Agreement and that are billed under Customer’s Master Account. Services do not include third-party services that are not billed under a T-Mobile Master Account.

1.12 “User(s)” means Customer and, as applicable, its employees who utilize or receive Services and devices under a Master Account. User does not include individuals who purchase T-Mobile’s products or services under accounts other than a Master Account.

2. Master Accounts.

2.1 Eligibility and Order of Precedence.

2.1.1 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.

2.1.2 Order of Precedence. Customer’s solicitation 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.

2.2 Restrictions. Customer may not (i) resell any aspect of the Service, or (ii) bundle any aspect of the Service with any product not directly provided to Customer by T-Mobile, whether for profit or otherwise, except as agreed upon by T-Mobile in writing. Customer has no proprietary or ownership rights to a specific number, IP address, or e-mail address assigned to Customer or Customer’s device as part of a Service or Product. Customer and its Users may not use the Service or Products to send harassing, threatening, obscene, fraudulent, unlawful, abusive or unsolicited commercial text, e-mail or other messages, or in such a way as to create damage, harm or risk to T-Mobile’s business, reputation, employees, subscribers, facilities, third parties or to the public generally. Customer and its Users will not use the Services or Products in a manner that (a) accesses the accounts of others without authority; (b) tampers with, reprograms, alters, or otherwise modifies the Services or Products to circumvent T-Mobile’s policies; (c) violates intellectual property rights; (d) conflicts with applicable laws; and (e) is not in accordance with this Agreement.

3. Security. Customer will protect usernames and passwords for Customer’s Master Accounts. Customer will immediately notify T-Mobile of any unauthorized use of Customer’s Master Account, or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Customer has knowledge. Customer is responsible for all Master Account usage. Customer will cooperate with T-Mobile in investigating all unauthorized use and suspected unlawful or fraudulent use associated with its Master Accounts.

4. Billing and Payment of Charges.

4.1 Billing. Unless otherwise set forth in an Order and its applicable exhibit, Customer will be charged for Services and Products on a monthly billing cycle basis. Customer will pay all Charges assessed and billed to Customer on an invoice. Except as prohibited by law, Customer must pay Charges, less disputed amounts, within thirty (30) days of the invoice date. If T-Mobile does not receive payment by the due date on Customer’s invoice, Customer may be assessed interest of the lower of 1.5% per month (or any portion thereof) or the highest amount permitted by law, on any past due amount, until paid. T-Mobile may charge Customer the maximum amount allowed under applicable law if any check or electronic funds transfer payment, including debit or Automated Clearing House payment, is dishonored or returned for insufficient funds.

4.2 Disputes. If Customer disputes any Charges, Customer must notify T-Mobile of such dispute within sixty (60) days from the date the Charges were first billed or Customer waives the right to dispute such amounts. Disputes should be directed to T-Mobile by contacting your assigned T-Mobile Dedicated Care Representative. T-Mobile may require Customer to describe the dispute in writing. If Customer accepts a credit, refund or other compensation or benefit to resolve a disputed Charge, Customer agrees that the issue is fully and finally resolved, and T-Mobile will be released from any and all liability regarding said dispute. Unless otherwise provided by law, Customer must pay any undisputed portion of the Charges until the dispute is resolved.

4.3 Use of Credit Card. Customer may elect, at its option and subject to T-Mobile's approval, to pay Charges with a credit card. If T-Mobile agrees Customer may pay Charges with a credit card, T-Mobile will charge Customer's credit card at the time of billing for all amounts or other obligations Customer has incurred. Customer also authorizes T-Mobile to charge Customer's credit card at or after termination of Service to pay all outstanding Master Account balances. If Customer has not authorized Charges to be made to a credit card, or Customer revokes such authorization, or if for any reason Customer's credit card issuer does not pay T-Mobile, T-Mobile must receive payment from Customer on or before the due date, or T-Mobile may suspend or terminate the Service in accordance with the terms of Section 6 of the Agreement.

5. Taxes, Fees and Surcharges.

5.1 Taxes and Fees; Surcharges. T-Mobile rates and charges for Products and Services do not include applicable Taxes, Fees, or Surcharges. Customer will be responsible for and will be obligated to pay any government imposed transaction-type taxes such as sales, gross receipts, value added and the like, and regulatory-type fees, such as public safety/E-911, utility and environmental fees, however described (collectively, "Taxes and Fees"), where that tax or fee arises because of Customer's purchase of Service or Product from T-Mobile under this Agreement. Taxes and Fees are calculated and invoiced to Customer's Master Account based on existing laws, regulations and guidance, and may change without notice. In certain cases, depending on the nature of Customer's entity or organization, Customer may be able to claim an exemption from some Taxes and Fees. If Customer is claiming a tax exemption, Customer must promptly provide T-Mobile with valid documentation evidencing its exemption, which will be applied prospectively after T-Mobile has reasonably confirmed its applicability. T-Mobile will be responsible for taxes imposed on its net income, capital stock, employment and property. T-Mobile may also include in Customer's invoice recoveries ("Surcharges") of its costs that are related to the Services or Products T-Mobile provides and Customer purchases under this Agreement. These Surcharges are reimbursements for certain charges, taxes and fees, such as federal/state universal service fund expenses, that are imposed on T-Mobile and are not part of the Taxes and Fees levied directly on Customer. Surcharges are calculated by T-Mobile and may change from time to time without notice regardless of any pricing commitments elsewhere in this Agreement.

5.2 Tax Situs. Customer will provide T-Mobile with accurate address information, not including a P.O. Box, for each user. This street address is where Service will be provided to each of Customer's users (also known as a place of primary use, or "PPU"), and the address(es) is used to determine the Taxes, Fees and Surcharges applied to the line(s) of Service in Customer's Master Account. Customer will notify T-Mobile of any changes in any users' PPU. If Customer does not provide T-Mobile with accurate address information, T-Mobile will use the best information available to determine a PPU, which might be a default location and that may result in Customer paying a higher or lower amount in Taxes and Fees, and Surcharges, than if T-Mobile had received accurate information.

5.3 Withholding. Where Customer concludes that there is a requirement for Customer to withhold any tax or fee from any payments due under this Agreement, Customer will promptly notify T-Mobile of its conclusion and why withholding applies, such as by providing a copy of a notice from the IRS or a state directing Customer to withhold such tax or fee from any payments due T-Mobile, and Customer will allow T-Mobile to remediate or resolve the withholding obligation. To the extent that T-Mobile cannot resolve the withholding obligation by the applicable due date, T-Mobile agrees that Customer may withhold the required taxes and fees, provided that Customer promptly provides T-Mobile evidence of the withheld taxes and fees paid to the government. If Customer neglects to promptly tell T-Mobile of Customer's obligation to withhold any taxes and fees from any payments due T-Mobile, Customer agrees that it will pay T-Mobile the gross amount due as if no such withholding applied.

5.4 Cooperation. The Parties will reasonably cooperate to fully comply with all applicable tax laws, rules, regulations and guidelines affecting this Agreement.

6. Term; Termination.

6.1 Customer Right to Terminate.

6.1.1 **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 Master Government Services Agreement (v7.11.22)

CONFIDENTIAL & PROPRIETARY

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.

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

6.2.3 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

6.2 T-Mobile Right to Suspend or Terminate

6.2.1 Immediate Suspension and Termination. T-Mobile may immediately, and without notice, suspend or terminate applicable lines of Service, or limit new Orders, if T-Mobile suspects unlawful or fraudulent use of the Services or Products.

6.2.2 Suspension and Termination with Notice. For any material breach of this Agreement by Customer, T-Mobile may suspend or terminate the Services, or terminate this Agreement, if Customer fails to cure such breach within thirty (30) days of the date of written notice from T-Mobile to Customer. If T-Mobile suspends or terminates Service or Customer's Master Account, and later reinstates Services or the Master Account, Customer may be charged a reactivation fee.

6.3 Wireless Services Lines Following Termination of this Agreement. If Customer terminates this Agreement under this Section 6, all lines of Wireless Services will, until such time as Customer terminates the line(s) or ports the line(s) to another carrier: (a) remain active under Customer's Master Account; and (b) be subject to T-Mobile's standard terms and conditions. If T-Mobile terminates this Agreement under this Section 6, all lines of Wireless Services will be automatically terminated effective as of the effective date of termination of this Agreement.

6.4 Effect of Termination. For each terminated line of Service, or for Services provided under an Addendum, Customer must immediately pay T-Mobile the following: (a) all outstanding and unpaid Charges, Taxes and Fees, and Surcharges applicable to the Services provided through the effective date of termination; (b) all outstanding and unpaid Charges and Taxes and Fees for any Device Customer purchased under T-Mobile's Equipment Installation Program ("EIP"), if applicable; and (c) all activation, service, subsidy, promotion, retention, device, device or other credits Customer may have received from T-Mobile pursuant to the requirements under this Agreement.

Each Party's remedies under this Section 6 are not exclusive, but are in addition to all other remedies permitted under this Agreement.

7. 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

Master Government Services Agreement (v7.11.22)
CONFIDENTIAL & PROPRIETARY

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 DISCLAIMER OF CERTAIN REMEDIES AND THE FOREGOING APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification.

8.1 Indemnification. T-Mobile, at its sole expense, will defend Customer from any claims by a third party arising from personal injury, death, or damage to tangible property resulting from T-Mobile's gross negligence or willful misconduct in providing Services under this Agreement ("Indemnified Claim"). T-Mobile will indemnify and hold Customer harmless against any damages or costs finally awarded or entered into in settlement, including without limitation reasonable attorneys' fees and court expenses, arising out of such Indemnified Claim.

8.2 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

8.3 Conditions to Indemnification. If an Indemnified Claim is commenced against Customer under Section 8.1, Customer must (a) give prompt written notice of such Indemnified Claim (although a delay in notification will not relieve T-Mobile of its obligations under this Section 8.3 except to the extent that the delay materially impairs its ability to defend the Indemnified Claims); (b) give T-Mobile primary control of the defense of the Indemnified Claim; and (c) provide all reasonably requested assistance in connection with the defense of the Indemnified Claim. Customer may employ separate counsel and participate in the defense of an Indemnified Claim at its own expense.

8.4 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

9. Disclaimers and Limitation of Liability.

9.1 Disclaimers. T-Mobile Parties are not liable to Customer, Customer's Affiliates, Users, agents or any third parties for any damages, including without limitation damages for loss of privacy, security, personal injury or property damage, interruption or failure of Service, malfunctioning Services or Products, loss of data, cost of replacement products and services, lost profits, or inability to use the Service or Product, arising from or related to (i) Customer's or its User's use of the Service, the Products, the Network in accordance with the terms of this Agreement; (ii) any act or omission of a third party, including an underlying carrier, service provider or a dealer, or provider of Third-Party Products; or (iii) any causes beyond the reasonable control of the T-Mobile Parties, including network failures or outages, failures to make or receive 911 calls or receive 911 location services, lack of coverage, acts of God, natural disasters and government actions, even if T-Mobile Parties have been advised of the possibility of damages. T-Mobile Parties are not responsible for any download, installation, use, transmission failure, interruption, or delay related to any Third-Party Products, content, advertisements, or websites Customer or its Users may be able to access by using the Services or Products, even if Charges for the Third-Party Products appear on the T-Mobile invoice.

9.2 Limitation of Liability.

9.2.1 IN NO EVENT WILL EITHER PARTY, OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, SALES, INVESTMENT OR OTHER EXPENDITURES, INVESTMENTS, OR COMMITMENTS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER PARTY OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2.2 Liability Caps. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF T-MOBILE PARTIES TO CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE EXCLUSIVE REMEDY AVAILABLE, FOR ANY AND ALL CLAIMS, SUITS, DAMAGES, INJURY, AND LOSSES INDIVIDUALLY AND IN THE AGGREGATE ARISING FROM OR RELATED TO THIS AGREEMENT INCLUDING THE SERVICE, PRODUCTS AND THE NETWORK ("CLAIM") IS LIMITED TO AN AMOUNT NO GREATER THAN THE MONTHLY RECURRING CHARGES ACTUALLY PAID BY CUSTOMER IN THE THREE-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. THE PARTIES AGREE THAT INCLUSION OF THIS SECTION WAS A MATERIAL CONSIDERATION TO ENTER THIS AGREEMENT. THIS LIMITATION WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITATION ON DAMAGES.

9.2.3 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.

10. Privacy. T-Mobile receives limited personal information necessary to allow T-Mobile to manage the relationship with Customer under Customer's Master Account, such as the business contact information of the employee Customer designates to manage the Master Account. T-Mobile also generates personal information through operation of the services provided, for example details of calling history and call locations, which are considered Customer Proprietary Network Information ("CPNI") under FCC rules, and other important information related to use of data services, which is not CPNI. T-Mobile will collect, use, disclose, or otherwise process such information, and will protect the security, integrity, and confidentiality of such information, in accordance with its privacy policy at www.t-mobile.com/privacy, as amended from time to time, and Section 11 (Confidentiality) hereto, as applicable.

11. Confidentiality. During the Term and for two (2) years after the expiration or termination of this Agreement, each Party receiving information ("Receiving Party") will retain in confidence the other Party's Confidential Information. Customer acknowledges and agrees as of the Effective Date, Customer has not provided T-Mobile any Confidential Information that is not specifically designated as such. Neither Party will use any Confidential Information disclosed under this Agreement for any purpose other than the fulfillment of this Agreement (which includes: (a) providing the Services and Products to Customer, (b) preventing fraud, security incidents, and illegal or unauthorized activity; and (c) T-Mobile using Customer's Confidential Information at the direction of Customer). Each Party will protect Confidential Information of the other Party and take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each Party will also notify the other promptly in writing in the event such Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other Party and will cooperate in good faith to remedy such occurrence to the extent reasonably possible.

The restrictions in this Section will not apply to any information that: (a) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (e) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party. The Receiving Party may disclose the Confidential Information of the Disclosing Party to its directors, officers, members, managers, employees, auditors, consultants, financial advisors, lenders, attorneys and existing and potential third-party financial investors, provided that such disclosures may only be made on a need-to-know basis, and in the case of third-parties, Master Government Services Agreement (v7.11.22)

CONFIDENTIAL & PROPRIETARY

subject to a non-disclosure agreement between the relevant Party and such third-party. Each Party will destroy or return to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other Party upon request, provided however that the Receiving Party may retain copies of Confidential Information to the extent required for legal or regulatory purposes and will not be required to delete electronic Confidential Information stored in any disaster recovery or archival storage in accordance with its policies and provided that any such retained Confidential Information will continue to be subject to the terms of this Agreement. Each Party acknowledges that breach of this provision by it may result in irreparable harm to the other Party for which money damages will be an insufficient remedy, and therefore the other Party will be entitled to seek injunctive relief to enforce the provisions of this Section.

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.

12. Assignment. This Agreement 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 Agreement will inure to the benefit of, and be binding upon, the heirs, successors, subcontractors, and assigns of the respective Parties.

13. Severability. If any provision of this Agreement is held to be inapplicable or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the Parties with the other provisions remaining in full force and effect, and the balance of the provisions will remain unaffected.

14. Governing Law. The laws of the State where Products and Services are provided will govern the construction and interpretation of this Agreement, without regard to the conflict of laws or choice of law provisions thereof.

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 fifteen (15) days of the notice date. If the dispute is not resolved within this fifteen (15) day period, each Party will escalate the dispute to higher management (VP or equivalent) within fifteen (15) days. If the dispute is not resolved within thirty (30) days after the escalation to higher management, either Party is free to seek relief as contemplated in this Agreement.

15.2 Arbitration. Except as otherwise provided in this Agreement, and except for third-party claims involving intellectual property or equitable relief (which claims may be brought in any court of competent jurisdiction), if claims, controversies or disputes between the Parties or the Parties' agents, employees, officers, directors, or affiliated agents ("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. Notwithstanding anything to the contrary in this Agreement, third-party claims involving intellectual property and claims for equitable relief will not be required to go to arbitration and may be brought in any court of competent jurisdiction by the aggrieved party. The Parties agree that this 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 to be 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.

16. Account Access Authorization. Customer authorizes T-Mobile's authorized support staff to access Customer's Master Accounts to perform maintenance, service, or security functions where warranted by T-Mobile business or security procedures, even in the absence of a direct request from the Customer. For example, such access includes, but is not limited to: change of address where T-Mobile receives notice of such a change from the United States Postal Service, or security passwords where we detect a password compromise.

17. Account Management (Customer Authorization). Customer may authorize (via a written letter) a third-party to act as Customer's agent for purposes of procuring necessary support services related to this Agreement.

17.1 Customer remains fully responsible for any obligations incurred under this Agreement, whether due to changes Customer or its Customer Agent requests for Customer's account;

17.2 Customer will ensure that its Customer Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of T-Mobile's Confidential Information as contained in this Agreement;

17.3 Customer consents to T-Mobile's disclosure of Customer's Confidential Information (as this term is defined herein) and CPNI, as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Customer Agent, and waives any claim against T-Mobile for any damages, expenses, costs, or liabilities arising from such disclosure;

17.4 Customer fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Customer's account or improper disclosure of Customer's account information, related to Customer's request that Customer Agent personnel be granted access to Customer's accounts. Accordingly, Customer fully releases, and holds T-Mobile, its affiliates and officers harmless from any and all claims, demands, causes of action, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, arising out of or related to the acts or omissions of Customer Agent;

17.5 Activations of new lines of Service under this Agreement will continue to be activated through the T-Mobile Government Sales Account Team assigned to Customer's Master Account provided that such activation requests may be made by Customer or its Customer Agent; and

17.6 If applicable, Customer agrees to be bound by the terms of any and all T-Mobile Equipment Installment Program ("EIP") or lease agreements signed by a Customer Agent on behalf of Customer.

18. Technology Evolution.

18.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates its Services, Products and networks. 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 18.2 below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Service, Product, 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 Service, Product, network standard, or technology.

18.2 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 email or physical address provided by Customer to constitute formal notice for this Agreement. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

19. Use of Name, Service Marks, Trademarks. Neither Party will use any trade name, trademark, service mark, trade dress or logo of the other Party or its Affiliates in any advertising, promotions, or otherwise unless approved in writing by the other Party or its Affiliates (as the case may be).

20. Entire Agreement. This Agreement (including all exhibits, addenda, and Orders hereto, as well as other documents incorporated by reference) represents the final and entire agreement between Customer and T-Mobile, and supersedes any other agreements, oral or written, between the Parties regarding the subject matter herein. This Agreement and any exhibits, addenda, Orders and documents incorporated by reference are intended to be consistent with, and supplementary to, each other. If a conflict exists among provisions within this Agreement, (a) specific terms will control over general provisions (e.g., a Rate Plan will control over an exhibit and an exhibit will control over the terms in this Agreement), and (b) negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions or pricing, to the extent permitted by law. For the avoidance of doubt, any different or additional terms that may be contained in any purchase order, shipping authorization, correspondence, memoranda, or other document prepared or furnished by Customer, regardless of when prepared, dated or delivered to, or received by T-Mobile will not be binding on the Parties. Any amendments to this Agreement must be in writing and signed by an authorized representative of Customer and by a Vice President of Sales for T-Mobile, unless otherwise set forth in this Agreement. Any amendments signed by someone other than a Vice President of Sales for T-Mobile, or a Divisional Director of Sales under an express delegation of authority, will be null and void. A Party's failure at any time to require strict performance by the other, or any User of any of the provisions herein, will not waive or reduce a Party's right to thereafter require strict compliance with any provision of this Agreement. The Parties acknowledge and represent that each has the power and authority to enter into this Agreement, and that the signing Parties have the authority to bind each Party to this Agreement. References to Uniform Resource Locators ("URLs") in this Agreement include any successor URLs designated by T-Mobile.

21. Survival. The following provisions, and any other provisions that may reasonably be construed as surviving, and all others that by their sense and context are intended to survive, will survive any termination of this Agreement for any reason: Sections 4 (Billing and Payment of Charges), 5 (Taxes, Fees and Surcharges), 6.4 (Effect of Termination), 7 (Disclaimer of Warranties), 8 (Indemnification); 9 (Disclaimers and Limitation of Liability), 11 (Confidentiality), 12 (Assignment) 13 (Severability), 14 (Governing Law), 15 (Dispute Resolution), 20 (Entire Agreement), and 21 (Survival). All terms and conditions in this Agreement applicable to credits and subsidies will survive termination solely with respect to lines of Services that Customer activated before termination and that remain active following termination of this Agreement.

22. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart of which will be deemed an original and will bind the signatory, but all of which together will constitute one and the same instrument. Signed facsimile and electronic copies of this Agreement will legally bind the Parties to the same extent as original documents.