

AT&T WIRELESS SERVICES EXHIBIT

(Exhibit ATT-1)

Carrier Specific Terms for AT&T Wireless Services

This Exhibit ATT-1 (this “**Exhibit**”) supplements and forms part of the SIMPL Wholesale Reseller Agreement (the “**Reseller Agreement**”) between SIMPL Wireless, LLC (“**SIMPL**”) and Customer, and applies only to Services that utilize the AT&T wireless network, platform, or related services (collectively, “**AT&T**”).

This Exhibit provides the AT&T-specific “rules of the road” and does not replace or amend the Reseller Agreement. Capitalized terms not defined in this Exhibit have the meanings given in the Reseller Agreement.

By ordering, activating, accessing, or using AT&T Services, Customer agrees to this Exhibit.

1. Permitted Use and Service Restrictions

1.1 Permitted Use: AT&T Services are provided for use in Customer’s products, solutions, or service offerings. All devices must be AT&T-approved and used in accordance with this Exhibit.

1.2 Service Restrictions: Customer must not (a) resell, sublicense, or distribute the Services to other resellers or third parties for their own resale; or (b) use the Services in violation of the prohibited uses set forth in this Exhibit.

2. Prohibited Uses

Customer will not, and will ensure that its End Users do not, use the Service, any SIM, any Equipment, or any AT&T facilities or network in any unlawful, unauthorized, fraudulent, abusive, or otherwise prohibited manner (collectively, the “**Prohibited Uses**”). Without limiting the foregoing, Prohibited Uses include any use that:

- involves consumer entertainment applications;
- involves continuous video streaming or continuous audio streaming;
- involves video surveillance monitoring or other continuous monitoring or streaming uses;
- involves web hosting;
- involves public Wi-Fi or guest Wi-Fi access;
- violates applicable law, regulation, or third-party rights;
- interferes with, harms, or degrades the AT&T network, the Service, AT&T facilities, or the use or enjoyment of any of the foregoing by AT&T or any other customer or user;
- involves unauthorized access to, or unauthorized use of, any network, system, device, or data;
- is fraudulent, deceptive, or intended to evade applicable restrictions, controls, or charges;
- infringes or misappropriates any intellectual property or other proprietary rights;
- results in the publication, transmission, or distribution of threatening, abusive, harassing, unlawful, or offensive material;
- constitutes spam, e-mail abuse, Usenet abuse, phishing, spoofing, malware distribution, a security risk, or a violation of privacy; or

- otherwise exceeds or violates any AT&T requirements governing the Service.

3. Qualified Service Address Limitations

To the extent any Service is provisioned for use at a designated or qualified service address, Customer will not, and will ensure that its End Users do not, use such Service at any address other than the designated and qualified service address without prior express written approval from SIMPL and/or AT&T.

Customer acknowledges that if the Service is used at an unauthorized address, AT&T may, without liability, take corrective action, including moving the applicable line to an available Broadband on Wireless plan and charging the applicable monthly charges for that plan, or terminating the affected Service.

4. Fixed Wireless Plan Conditions (Broadband on Wireless and Internet Air)

4.1 Eligible Devices: Each AT&T Fixed Wireless plan requires a qualified, AT&T-approved data-only wireless router. Customer may not use the Service with any device other than AT&T-approved LTE or 5G/5G+ enabled routers. If a device not designed for the Service is used, AT&T reserves the right to place the non-complying device on an appropriate plan and bill Customer the associated fees. Devices must be activated with the IMEI of the device that will be in use. Removing a SIM from the activated device and placing it in an ineligible device is prohibited and may lead to the line being disconnected.

4.2 Availability: AT&T Fixed Wireless plans are not available for use at residential locations. To qualify, Customer must have a non-residential business service address in an AT&T-owned and operated coverage area that is eligible for the applicable plan. Service areas are determined by coverage and capacity availability on the local mobile network and may change from time to time. A site qualification and confirmation of availability must be performed prior to activating service. If service is cancelled or terminated, Customer may not qualify to reactivate if the location is deemed no longer eligible.

4.3 Internet Access: AT&T Fixed Wireless plans (Broadband on Wireless and Internet Air) may be used for open internet access at the qualified business service address. Tethering and mobile hotspot use is allowed with compatible devices. International roaming is blocked on all Fixed Wireless plans.

4.4 Prohibited Applications: AT&T Fixed Wireless plans may not be used for consumer entertainment applications, continuous video or audio streaming, web hosting, or public/guest Wi-Fi, or in any other manner prohibited by this Exhibit. If AT&T identifies the Service is being used for a prohibited application, AT&T may terminate the service.

5. AT&T Billing Trigger and Lifecycle Details

Initial Testing State Thresholds (IoT Service Plans)

For AT&T IoT Service Plans, the Initial Testing State (referred to by the Carrier as “Test Ready”) allows a SIM to remain in a non-billable state until 20KB of data passes. Once this threshold is reached, the SIM will automatically transition to an active, billable state.

Data usage while in the Initial Testing State is rounded up to the nearest kilobyte (KB) and billed per megabyte (MB).

Fixed Wireless Plans (Broadband on Wireless and Internet Air)

SIMs assigned to AT&T Fixed Wireless plans, including Broadband on Wireless (BBOW) and Internet Air plans, do not have an Initial Testing State. Billing commences upon Activation.

Mid-Cycle Service Plan Changes

For IoT Service Plans, Customer may change a SIM's assignment from the Pay per Use plan to the 1GB plan within the same Billing Cycle, in which case the 1GB plan rate will be applied retroactively to the entire Billing Cycle. Changes from the 1GB plan to the Pay per Use plan within the same Billing Cycle are not permitted.

Mid-cycle rate plan changes to or from any Fixed Wireless plan (BBOW or Internet Air) are not permitted.