

# T-Mobile TFB Services Exhibit (TM-1)

## *Carrier Specific Terms for T-Mobile Network Services*

This Exhibit TM-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 T-Mobile USA, Inc. network (“**T-Mobile**”).

This Exhibit provides T-Mobile-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.

### 1. T-Mobile Policies and Online Terms (URLs)

Certain T-Mobile terms, annexes, procedures, and policies are posted online and are incorporated by reference into the T-Mobile contractual framework that enables SIMPL to provide Services. End Users must comply with these posted terms and policies as they may be amended from time to time. T-Mobile may update these online materials without prior notice.

TFB Terms and Conditions Website (includes additional terms, IoT services annexes, and information security procedures):

<https://www.t-mobile.com/business/terms-and-conditions>

T-Mobile Privacy Policy:

<https://www.t-mobile.com/privacy>

For purposes of this Exhibit, the above URLs include any successor or replacement URLs identified by T-Mobile.

### 2. Prohibited and Restricted Uses

Customer will not, and will ensure that its End Users do not, use the Service, any SIM, any Equipment, any T-Mobile facilities or network, or any products or third-party solutions enabled through T-Mobile, in any unlawful, unauthorized, fraudulent, abusive, or otherwise prohibited manner (collectively, the “**Prohibited Uses**”). Without limiting the foregoing, Prohibited Uses include any use or circumstance that:

- Send harassing, threatening, obscene, fraudulent, unlawful, abusive, or unsolicited commercial text, email, or other messages.
- Access the accounts of others without authority.

- Tamper with, reprogram, alter, or otherwise modify the Services, products, or third-party solutions.
- Violate intellectual property rights.
- Use the Services in a way that conflicts with applicable laws, regulations, or government orders.
- Use the Services in any manner that is not in accordance with the governing agreements and applicable T-Mobile policies.

### 3. Permitted Use, Service Restrictions, and Resale Conditions

T-Mobile TFB Services are provided for use in Customer's products, solutions, or service offerings as part of a Bundled Service. A "Bundled Service" means a service provided by Customer to End Users that combines T-Mobile connectivity with Customer's value-added services (which may not be merely a device).

- Customer must not (a) resell, sublicense, or distribute the Services to other resellers or third parties for their own resale, except that Customer may sell the Bundled Service to third parties who resell the Bundled Service solely to End Users; (b) market, sell, or invoice the Services as a standalone service separate from the Bundled Service; (c) use the Services to provide pure internet access for consumer or residential purposes; or (d) use the Services in violation of the prohibited uses set forth in this Exhibit.
- Customer's customers who resell the Bundled Service to End Users may do so only in connection with the Bundled Service and only to End Users. End Users may not further resell, distribute, sublicense, or provide the Services to any third party for onward resale under that third party's own brand or under a contract to which SIMPL or Customer is not a party.
- T-Mobile has no obligation to End Users. Customer is responsible for End User support, billing, collection, and the customer relationship.
- Customer will ensure End Users are clearly and accurately informed that T-Mobile is the underlying connectivity provider for the applicable Services.

### 4. Fixed Wireless Plan Conditions (Location, Device, and Roaming Limits)

For any T-Mobile "Fixed Wireless" rate plan or similar fixed-location offering, the following conditions apply (the "**FW Conditions**"):

- Only T-Mobile-approved fixed wireless permitted devices may be used (stationary device using standard electrical power as the primary power source, and with a T-Mobile-approved TAC/IMEI model).
- End Users must use the device in a fixed location; relocating the device or using it as a mobile hotspot is not permitted unless explicitly authorized.

- Roaming is not available for Fixed Wireless rate plans. SMS is not available unless otherwise approved by T-Mobile.

Where SMS is permitted on Fixed Wireless rate plans, it is limited to the sole and exclusive purpose of remotely configuring or updating firmware on Fixed Wireless Permitted Devices. Any further SMS usage is prohibited and may result in removal of SMS capability for the Fixed Wireless rate plans.

If Customer or any End User fails to comply with any FW Condition, then without limiting any other rights or remedies available to SIMPL or T-Mobile, SIMPL or T-Mobile may suspend, block, terminate, or otherwise disable the affected Service or SIMs for so long as the noncompliance continues. In addition, for each offending SIM during each billing cycle in which any FW Condition is not satisfied, Customer may be assessed a non-compliance fee equal to the monthly recurring charge applicable to the Fixed Wireless rate plan to which such SIM is assigned, in addition to the otherwise applicable monthly recurring charge for that SIM and plan. Any such non-compliance fee will not be prorated and may be charged in arrears.

## **5. IoT Voice Service Limitations (No Open Dialer; No E911)**

If Customer's offering includes T-Mobile-enabled IoT voice services, the following limitations apply and must be disclosed to and accepted by End Users:

- IoT voice is intended for IoT use cases only and for closed group calling only.
- No open dialer is allowed.
- "Consumer-like" calling features (such as call waiting, call forwarding, and voicemail) may not work as expected.
- E911 is not supported.

## **6. Consent to Use Personal Data**

Customer represents and warrants that, for personal data of End Users or authorized representatives shared with or received from T-Mobile, Customer (a) has obtained consent and/or authorization from each such End User or authorized representative to share or receive such personal data, (b) will promptly notify T-Mobile of any End User's or authorized representative's withdrawal of such consent or authorization, and (c) has previously provided all necessary notices and disclosures to each such End User or authorized representative.

## **7. Suspension for Unlawful or Fraudulent Use**

T-Mobile may immediately, without notice, suspend block, terminate or otherwise disable affected lines of service or limit new orders if it reasonably suspects:

- Unlawful or fraudulent use of the Services, products or third-party solutions.
- Any End User conduct is causing, or is significantly likely to imminently cause, interference, technical issues or otherwise is materially detrimental to T-Mobile, the Services, T-Mobile facilities, or other T-Mobile customers.
- Any circumstances in which T-Mobile may suspend or terminate services to its own end users.

Except where restricted by law enforcement or applicable law, T-Mobile will use commercially reasonable efforts to notify Customer prior to suspension or promptly after suspension.

## **8. Business Internet Unlimited Plan Overage**

Only business End User SIMs may be assigned to the Business Internet 300 GB and Unlimited plans. Once a business End User SIM is assigned to the Business Internet 300 GB or Unlimited plan, the SIM cannot be moved to any other rate plan described in this Exhibit unless otherwise stated for a specific plan.

Should any End User SIM on the T-Mobile Business Internet Unlimited Plan utilize more than 1.2TB of IAS Service during any billing cycle, T-Mobile reserves the right to remove or require Customer to remove or assign such End User to an alternative pricing plan.

## **9. Additional Disclosures for Medical or Health-Related Solutions (If Applicable)**

If Customer's bundled solution is used for medical, health, wellness monitoring, or similar purposes, End Users acknowledge and agree that (a) the solution does not prevent personal injury, property damage, or loss of life, and (b) T-Mobile is not providing medical services, guidance, or advice.

## **10. T-Mobile TFB Billing Trigger and Lifecycle Details**

### **Initial Testing State Thresholds**

For T-Mobile TFB Services under this Exhibit, the Initial Testing State (referred to by T-Mobile as "Test Ready") provides each SIM with the following test allowance:

- Data (IAS): 250KB
- SMS: 10
- Voice (MOU): 10

Once any threshold is reached, the SIM will automatically transition to an active, billable state. If a SIM remains in the Initial Testing State for longer than twelve (12) months, T-Mobile reserves

the right to charge Customer the MRC of the assigned Service Plan or move the SIM to an active state. Once a SIM exits the Initial Testing State, it may not return.

### **Deactivated SIM Billing**

If a SIM is in a Deactivated state for only a portion of a Billing Cycle, Customer will still be charged the MRC for that cycle and any included usage will be added to the Service Plan's pool. If the SIM is Deactivated for the entire Billing Cycle, no MRC will be charged and no usage will be added to the pool.

### **Mid-Cycle Service Plan Changes**

For Advantage account types, a mid-cycle Service Plan change applies retroactively to the entire Billing Cycle in which the change was made. For Essential account types, a mid-cycle Service Plan change takes effect on the first day of the next Billing Cycle.