

T-Mobile Wholesale Services Exhibit (TM-2)

Carrier Specific Terms for T-Mobile Wholesale Services

This Exhibit TM-2 (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 is provided to Customer for presentation to and acceptance by Customer’s End Users.

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. Prohibited 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:

- violates applicable law, regulation, or third-party rights;
- interferes with, harms, or degrades the T-Mobile Network, the Service, T-Mobile facilities, or the use or enjoyment of any of the foregoing by T-Mobile 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;
- uses equipment that is not approved by T-Mobile, or that is defective or illegal;
- exceeds or circumvents any applicable service usage thresholds, technical limitations, or operational requirements communicated by SIMPL or imposed by T-Mobile, e.g., any End User’s violation of any applicable fixed wireless pooled price plan conditions or other requirements applicable to a particular plan, feature, or Service configuration;
- results in excessive pinging, excessive signaling, or other abnormal or unnecessary network traffic directed to or across T-Mobile’s network or infrastructure; or
- otherwise exceeds or violates any T-Mobile requirements governing the Service or otherwise constitutes a circumstance in which T-Mobile would be entitled to suspend, block, terminate, or disable service to its own customers under comparable circumstances.

2. Permitted Use, Service Restrictions, and Resale Conditions

T-Mobile Wireless Services are provided for use in Customer's products, solutions, or service offerings as part of an Approved Service Application. Approved Service Applications include M2M, business continuity, and managed network services (including failover, POTS line replacement, and SD-WAN), and fixed wireless. Each Approved Service Application must bundle the Service with an IoT Solution and utilize a T-Mobile-approved 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 Services to third parties who resell solely to End Users in connection with an Approved Service Application; (b) sell or offer the Service to any person or entity for the purpose of that person or entity reselling the Service under its own brand; or (c) use the Services in violation of the prohibited uses set forth in this Exhibit.

Customer will ensure End Users are clearly and accurately informed that T-Mobile is the underlying connectivity provider for the applicable Services.

3. 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.

Devices that are not approved fixed wireless permitted devices may fail to pass traffic on the T-Mobile network even if active.

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, Customer may be assessed a non-compliance fee for each offending SIM during each billing cycle in which any FW Condition is not satisfied, in addition to the otherwise applicable charges for that SIM and plan. Any such non-compliance fee will not be prorated and may be charged in arrears.

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.

4. 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.

5. 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.

6. T-Mobile Wireless Billing Trigger

Initial Testing State Thresholds

For T-Mobile Wireless Services under this Exhibit, a SIM will automatically begin billing at the MRC associated with the selected Service Plan upon the earliest of:

- 40 KB of IAS usage
- 10 SMS
- 10 voice MOUs
- Twelve (12) months from activation

Usage thresholds are calculated based on the total of all applicable usage on the T-Mobile Network and Roaming usage. Service usage incurred up to the defined threshold will be charged at the rates set forth in the selected Service Plan.