

# VERIZON FWA SERVICES EXHIBIT

## (Exhibit VZW-2)

### *Carrier Specific Terms for Verizon Wireless Fixed Wireless Access (FWA) and Backup Services*

This Exhibit VZW-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 Verizon Wireless fixed wireless access (FWA) and backup/failover connectivity services (the “Verizon FWA Services”) provided by Celco Partnership d/b/a Verizon Wireless (“Verizon”). This Exhibit is provided to Customer for presentation to and acceptance by Customer’s End Users.

This Exhibit provides Verizon FWA-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 Verizon FWA Services, Customer agrees to this Exhibit.

### **A. Verizon Policies and Acceptable Use**

**A.1 Carrier Policies:** Customer will comply with all Verizon policies that apply to Verizon FWA Services, including Verizon’s acceptable use requirements, network management practices, and any plan- or program-specific restrictions communicated by SIMPL or Verizon (“Verizon Policies”). Verizon Policies may be updated from time to time; Customer is responsible for reviewing updates and ensuring ongoing compliance. SIMPL may, but has no obligation to, provide updates to Customer on the Verizon Policies applicable to Customer’s selection of Verizon FWA Services.

**A.2 Enforcement:** Customer acknowledges that Verizon may monitor for compliance and may restrict, suspend, or terminate Verizon FWA Services (in whole or in part) for suspected or actual violations of Verizon Policies, this Exhibit, or applicable law.

### **B. Permitted Use and Service Restrictions**

**B.1 Permitted Use:** Verizon FWA Services include mobile broadband plans and backup/business continuity plans, each with different use restrictions as set forth in this Exhibit. Customer may use the Services in Customer’s products, solutions, or service offerings. All devices must be Verizon-approved routers used in accordance with this Exhibit.

**B.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.

### **C. FWA Plan Categories, Device Eligibility, and Restrictions**

Verizon FWA Services are offered in multiple plan categories, each with different device eligibility, network access, and use restrictions. The table below summarizes the key conditions per plan

category. Pricing and data allowances are set forth in the applicable Plan Amendment and are not part of this Exhibit.

### C.1 FWA Primary Plans

	4G LTE 25 Mbps	4G LTE 50 Mbps	5G BI 100 Mbps	5G BI 200 Mbps
<b>Eligible Devices</b>	4G LTE and 5G C-Band compatible routers	4G LTE and 5G C-Band compatible routers	5G C-Band compatible routers only	5G C-Band compatible routers only
<b>Network</b>	5G Nationwide + 4G LTE	5G Nationwide + 4G LTE	5G + 4G LTE incl. 5G UW (C-Band)	5G + 4G LTE incl. 5G UW (C-Band)
<b>Max Speed (Down)</b>	Up to 25 Mbps	Up to 50 Mbps	Up to 100 Mbps	Up to 200 Mbps
<b>Deprioritization Threshold</b>	50 GB	150 GB	N/A	N/A
<b>Data Allowance</b>	300 GB	300 GB	Unlimited	Unlimited
<b>Roaming</b>	None	None	None	None
<b>5G Migration</b>	To 5G BI 100 Mbps when available	To 5G BI 200 Mbps when available	N/A	N/A
<b>Address Validation</b>	No	No	Required	Required

*Note: All speeds represent maximum downlink speeds but may be lower during network congestion. Uplink speeds may be lower. All plans are domestic U.S. use only. Business use only. For plans with a deprioritization threshold, after the threshold is met on a line during any billing cycle, usage on that line may be prioritized behind other customers in the event of network congestion for the remainder of that billing cycle.*

**C.2 Fixed-Location Requirement:** All FWA plans require that the device be used in a fixed location. End Users must not relocate the device or use it as a mobile hotspot unless explicitly authorized. FWA services cannot be used independent of a router.

**C.3 Voice and Messaging:** FWA Services are provisioned as data-only. Voice and text/multimedia messaging services are not permitted. Voice calls are limited to 611/911 only.

**C.4 Prohibited Applications:** Without prior written approval from Verizon, FWA Services may not be used for: (a) continuously streaming video or similar high-volume streaming use; (b) Public/Guest Wi-Fi or hotspot services made available to the general public or unaffiliated third parties; or (c) web hosting systems, server hosting, or similar public-facing hosting services. Public/Guest Wi-Fi may be permitted if Customer applies appropriate content filters (i.e., CIPA compliance) and obtains prior written approval from Verizon.

**C.5 5G Migration:** Verizon may require Customer to migrate 4G LTE FWA lines to the equivalent 5G Business Internet plan when 5G C-Band service becomes available in Customer’s geographic location. Verizon may proactively contact Customer to facilitate the migration; a brief service outage and device reboot may be required for the new plan to take effect.

**C.6 SD-WAN Compatibility:** Software-Defined Wide Area Network (“SD-WAN”) is approved for use with FWA in the following configurations: (a) Primary Access — FWA is the only circuit connected to the SD-WAN device; (b) Wireless Backup — FWA circuit is secondary or tertiary, used as “path of last resort”; (c) Active — FWA circuit is secondary but actively passing network traffic based on Customer’s SD-WAN policies. All equipment used must be certified

for use on the Verizon network. Violation of this section shall constitute a material breach of the Reseller Agreement.

#### **D. Backup/Failover Plan Conditions**

The following conditions apply to Verizon backup and business continuity plans in addition to the general conditions in this Exhibit.

**D.1 Use Restriction:** Backup plans are approved for use as a backup solution for business continuity only. They are not to be used for primary connectivity, with the exception of temporary primary connectivity associated with the outage of the primary connection.

**D.2 Eligible Devices:** Only Customer-provided 4G LTE and 5G-capable router devices may be activated on backup plans. No other device types may be activated unless approved by Verizon.

**D.3 Network:** Backup plans operate on the Verizon Wireless 5G and 4G LTE networks. For avoidance of doubt, the 5G Nationwide network is a separate network from the 5G Ultra Wideband network. Domestic and international roaming are not available.

**D.4 Voice and Messaging:** Lines on backup plans cannot place or receive voice calls provisioned by Verizon (other than 611/911) or send/receive text, picture, or multimedia messages.

**D.5 Prohibited Applications:** Without prior approval from Verizon: continuously streaming video, streaming audio, web hosting, and public/guest Wi-Fi are prohibited on backup plans.

**D.6 Data Sharing:** Data sharing is available only among lines active on backup plans on the same account. At the end of each billing cycle, unused data allowances for sharing lines on the same account will be applied to the overages of other lines, beginning with the line with the lowest overage need.

**D.7 Plan Movement Restriction:** Lines on backup plans cannot be moved to FWA plans, and lines on FWA plans cannot be moved to backup plans.

**D.8 Compatible Features:** Backup plans may be used with Verizon Private Network.

#### **E. Critical Applications**

Customer acknowledges and agrees that plans which, in the event of network congestion, allow Verizon to lower stated maximum network speeds ("Traffic Management") or prioritize usage behind other customers ("Deprioritization") are not designed to be used with applications that have stringent requirements on availability, delay, or reliability ("Critical Applications"). Customer assumes all liability for any use of such plans for Critical Applications and shall indemnify SIMPL and Verizon from any claims arising from such use.

#### **F. General Prohibited and Restricted Uses**

**F.1 Fraud, Abuse, and Unauthorized Use:** Customer and End Users must not engage in fraud, abuse, excessive or anomalous automated usage, unauthorized access, account or device compromise, or any activity that facilitates theft of service. Customer will promptly notify

SIMPL of suspected compromise, SIM theft, credential exposure, or other misuse. Customer shall be solely responsible for all risks, expenses, and liabilities arising from or relating to fraudulent usage by Customer, End Users, or any other person using the Verizon FWA Services.

**F.2 Network Interference and Prohibited Equipment:** Customer and End Users must not interfere with Verizon's network or other users' service, including by using repeaters, signal boosters, or other signal regeneration/amplification equipment unless Verizon has provided prior written approval and any required written agreement is in place.

**F.3 Circumvention:** Customer and End Users must not attempt to circumvent plan limitations, authentication, provisioning controls, traffic management, geographic restrictions, or other network protections.

**F.4 No Critical/Life-Safety Reliance:** Unless explicitly agreed in writing, Verizon FWA Services are not designed for, and must not be relied upon as, a sole means of support for emergency, life-safety, or other mission-critical applications where failure could result in death, serious bodily injury, or significant property damage.

## **G. Geographic Restrictions**

Verizon FWA Services are limited to domestic U.S. use only. Domestic and international roaming are not available on any FWA or backup plan. Customer is responsible for ensuring each device is used only within Verizon's owned/operated U.S. network coverage areas. Fixed-location equipment must remain at the location for which service was validated. Equipment must be activated within Verizon's owned/operated U.S. network coverage areas.

## **H. Device and SIM Requirements**

**H.1 Certification:** All routers used in connection with Verizon FWA Services must be approved for use on the Verizon network. Only Customer-provided, Verizon-approved routers may be activated.

**H.2 SIM/UICC Use:** SIMs/eSIM profiles (UICC) must be installed and used only within Verizon-approved routers. Customer and End Users must not remove a SIM from authorized equipment and place it into other devices or otherwise misuse a SIM/UICC.

## **I. Minimum Security Requirements for Connected Devices**

Customer will implement and maintain reasonable administrative, technical, and physical safeguards appropriate for FWA router deployments using Verizon FWA Services. At minimum, Customer will ensure the following baseline controls are implemented (as applicable to the device and deployment):

- change default usernames and passwords before deployment; use strong, unique credentials;
- disable unnecessary services, ports, protocols, and features; remove or disable unused accounts;
- keep device firmware, modem software, and security patches up to date;

- limit and harden remote management (disable if not needed; restrict by IP/VPN; use MFA where possible);
- use encryption for data in transit (e.g., TLS) and at rest where supported;
- segment networks and apply least-privilege access controls;
- log and monitor access and security events appropriate to the deployment; investigate anomalies;
- protect physical access to devices and SIMs; maintain inventory and lifecycle controls;
- promptly remediate known vulnerabilities and rotate credentials if compromise is suspected;
- ensure third-party integrators and installers follow equivalent security practices.

## **J. Distributor Terms**

**J.1 Owned and Licensed Marks:** Customer will ensure that its End Users (a) acknowledge that the Verizon-owned and/or licensed name(s), trademarks, and service marks (the “Verizon Marks”) are the sole property of Verizon and/or its parents or affiliates, and are good, valid, and enforceable in law and equity, (b) shall not challenge or assist in challenging the validity of registrations thereof, or engage in any activities or commit any acts, directly or indirectly, which may contest, dispute or otherwise impair the right, title, and interest of Verizon or its parents or affiliates therein, (c) neither have nor shall acquire, any right, title or interest in or to the Verizon Marks, and (d) shall not use any of the Verizon Marks, or any language from which the Verizon Marks may be inferred or implied, for any reason unless Verizon has expressly approved such usage in writing in advance. Any unauthorized direct or implied use of the Verizon Marks by distributors shall be a material breach of the Reseller Agreement and shall constitute an infringement of the Verizon Marks.

**J.2 Distributor Security:** Customer shall ensure that Customer’s distributors comply with the Verizon security requirements for any equipment that distributors connect to the Verizon network as outlined in Section I herein.

## **K. Remedies for Violations**

**K.1 Suspension/Termination:** If Customer or any End User violates this Exhibit or Verizon Policies, Verizon or SIMPL may suspend, restrict, or terminate Verizon FWA Services immediately (in whole or in part), in addition to any other rights and remedies under the Reseller Agreement. Verizon may also suspend, restrict, or terminate Verizon FWA Services if Verizon has a good-faith belief that termination is necessary to (a) prevent, mitigate, or eliminate fraud, (b) protect Verizon’s personnel, network or property, or (c) comply with a law or regulation. Further, Verizon may deny any new line activations and/or suspend or terminate existing lines upon notice and opportunity to cure (if reasonable and practicable in Verizon’s sole discretion), if (i) Customer fails to pay or dispute any charges when due, (ii) Customer uses the Verizon FWA Services or equipment in a manner prohibited by this Exhibit or the terms of the applicable plan, option, feature or application, (iii) Customer breaches the Reseller Agreement, (iv) Customer uses the Verizon FWA Services or lines for any illegal, improper or fraudulent purpose, (v) Customer uses, abuses or misuses Verizon’s network in

a manner that has an adverse impact on Verizon's network, operations, or customers, (vi) Customer or any user of Customer's equipment or any point of contact on its account provides false information relating to Customer's account, or (vii) Customer or any points of contact on Customer's account engages in fraudulent, threatening or harassing activities when using the Verizon FWA Services or interacting with Verizon representatives. Verizon may also temporarily limit Customer's Verizon FWA Services for any operational or governmental reason.

**K.2 FW Condition Non-Compliance Fee:** If Customer or any End User fails to comply with any condition applicable to FWA plans set forth in Section C (including but not limited to the fixed-location requirement, device eligibility, or prohibited applications), then without limiting any other rights or remedies available to SIMPL or Verizon, SIMPL or Verizon 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 FWA condition is not satisfied, Customer may be assessed a non-compliance fee equal to the monthly recurring charge applicable to the FWA 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.

**K.3 Cure:** Customer must take immediate action to cure a default based on (a) violation of any FCC rule or regulation that could adversely affect any FCC spectrum license held by Verizon or any of its affiliates, (b) failure to certify or re-certify equipment as required by Verizon, or (c) Customer's failure to make payments when due.

**K.4 Termination Consequences:** Customer shall be responsible for notifying any impacted End Users and third parties of Verizon's termination of the Verizon FWA Services.

**K.5 Continuing Charges; Transition:** Suspension or termination may result in loss of connectivity and device functionality. Charges may continue to accrue as described in the Reseller Agreement and applicable Orders until deactivation is completed. Customer is responsible for implementing appropriate redundancy and transition planning.

## **L. Plan Amendments**

Plan-specific pricing, data allowances, speed tiers, device eligibility requirements, and any additional plan-level restrictions applicable to Customer's use of Verizon FWA Services are set forth in one or more amendments to the Reseller Agreement executed between the Parties (each, a "**Plan Amendment**"). Each Plan Amendment is incorporated into the Reseller Agreement.