

## T-MOBILE PRIVATE APN AND STATIC IP SERVICES TERMS OF USE

### 1. Private APN/Static IP Services.

1.1. Description of PAPN Service. The Private APN Service (“**PAPN Service**”) provides Customer and Customer’s end users (“**End Users**”) with end-to-end connectivity from Customer’s network to Customer’s End Users’ mobile devices through an extended local area network.

1.2. Description of Static Internet Protocol (“IP”) Service. The PAPN Service and the Static IP Service are individually and collectively referred to in this Addendum as the “Service” or “Services”.

1.2.1 Static Private Fixed IP address allows computers to communicate with one another on a network. With a static IP address, a Customer’s wireless mobile equipment has the same IP address every time it connects to the wireless network and allows two-way communication from either the device or the server. Private Static IP addresses are not visible outside of the Customer’s network.

1.2.2 Static Public IP. Public IP’s address allows computers to communicate with one another on a network. With a static IP address, a Customer’s wireless mobile equipment has the same IP address every time it connects to the wireless network and allows two-way communication from either the device or the server, and are assigned from a designated T-Mobile owned Class A Public IP range. Static Public IP’s allow Customer to add a specific block of wireless device IPs to their firewall. Public IPs are also routable via the internet which means they do not require an IPsec VPN connection to the Customer’s network for mobile terminating communications to a T-Mobile wireless device.

1.3. Third Party Service Providers. Customer acknowledges that T-Mobile may and will assign certain obligations hereunder, including the provision of the PAPN/Static IP Services, to third parties (“**Suppliers**”). Customer’s and End Users’ use of the PAPN/Static IP Services may be subject to additional terms and conditions, guidelines, and privacy policies of these Suppliers. T-Mobile acknowledges that its Suppliers that provide PAPN/Static IP Services will be treated as its “Subcontractors” under the Contract with CalNet. Throughout this Contract the term “Subcontractors” refers to entities that perform services in direct support of T-Mobile’s performance under the Contract and does not include those that provide supplies or services on a general basis in support of T-Mobile’s operations and/or commercial product and service offerings. “Subcontract” refers to the contract between T-Mobile and a Subcontractor.

1.4 Security. Customer shall comply with applicable T-Mobile written privacy and security policies which have been or will be provided to Customer, not less than thirty (30) days prior to the effectiveness of such written policies. Compliance with such policies shall not otherwise relieve Customer of its duties under this Addendum. Customer agrees to maintain an appropriate level of security and integrity for the Customer connection and all transactions between Customer and End Users, including, but not limited to, implementing procedures to prevent End Users and/or third parties from sending or transmitting to End Users or other third parties (a) unsolicited data or messages; (b) viruses; or (c) a volume of data that, in T-Mobile’s sole discretion, unreasonably burdens T-Mobile’s network. Customer will immediately notify T-Mobile if it knows or has reason to know of an unusual or abnormal flow, volume or type of unsolicited data, messages, or viruses being sent to or by End Users via the Customer connection. Customer further agrees to use best efforts to prevent and/or block any such content from being sent to End Users. Customer further agrees to maintain an appropriate level of security and integrity anytime it uses Public Static IP Services.

### 2. Intellectual Property.

2.1. T-Mobile License Grant. The PAPN/Static IP Services and all related materials, documentation, software, and specifications (“**PAPN/SIP Intellectual Property**”) are licensed, not sold. T-Mobile or its licensors own all right, title and interest in and to the PAPN/SIP Intellectual Property. This Addendum gives Customer only limited rights to use the PAPN/SIP Intellectual Property and T-Mobile reserves all other rights.

2.1.1 License Grant. T-Mobile grants to Customer a nonexclusive, nontransferable, revocable, worldwide, limited license solely during the Addendum Term to use the PAPN/SIP Intellectual Property solely as permitted by this Addendum and the Agreement.

2.2. End User Data. “**End User Data**” means all information generated in connection with End Users’ use of the PAPN/Static IP Services or the T-Mobile telecommunications network or otherwise exchanged between an End User and T-Mobile or End User and Customer. Customer will own all End User data that Customer collects in providing the PAPN/Static IP Services (“**Customer Data**”). Customer will not disclose Customer Data to any third party in contravention of any applicable law or its privacy policy. Customer will not disclose Customer Data to any competitor

of T-Mobile or use Customer Data to market the products or services of any T-Mobile competitor. T-Mobile will own all End User Data it collects (“**T-Mobile Data**”). To the extent T-Mobile provides T-Mobile Data to Customer, Customer will store all T-Mobile Data collected by Customer during the Addendum Term in the United States and will not send it, in any form, outside of the United States. Customer will ensure that any and all T-Mobile Data provided to Customer is not and will not be subject to any mandatory foreign destruction laws. If requested by T-Mobile, Customer will delete all copies of T-Mobile Data stored by Customer. To the extent Customer is permitted to provide and does provide T-Mobile Data to any third party (including subsidiaries and affiliates) in accordance with this Addendum, such third party must (a) agree to be bound by the terms and conditions relating to use of T-Mobile Data as set forth in this Addendum and the Agreement; and (b) use and enforce privacy policies that are no less restrictive as to T-Mobile Data than the provisions of the Agreement.

2.3. Customer represents and warrants to T-Mobile that:

2.2.1 Customer will not, without obtaining T-Mobile’s prior written consent, use the T-Mobile telecommunications network and/or the PAPN/Static IP Services except as authorized by this Addendum; and

2.2.2 Customer’s use of the PAPN/Static IP Services (a) will not violate any third party’s intellectual property rights, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity and any and all renewals, extensions and restorations thereof, now or hereafter in force and effect; (b) will not contain any material or connect to any communication that is unlawful, obscene, defamatory, sexually explicit or that promotes or facilitates violence, discrimination, or any illegal activity; (c) will not include any information or connect to any communication that is false, misleading, or likely to mislead or deceive; and (d) will be in compliance with all applicable national, Customer and local laws and regulations applicable to the PAPN/Static IP Services.

2.2.3 Customer will and continue to maintain an appropriate level of security and integrity if it uses Public Static IP to protect all content, End User Data, Customer Data and T-Mobile Data, if applicable, or any other data in any and all of its devices or Units used by Customer’s End Users.

3. Suspension of Service. T-Mobile reserves complete and sole discretion with respect to the operation of the PAPN/Static IP Services. T-Mobile may modify, withdraw, suspend, or discontinue any or all functionality or features of the PAPN/Static IP Services for a period of time or indefinitely if Customer fails to perform any of its obligations under this Addendum or the Agreement.

4. Term and Termination.

4.1. T-Mobile may terminate this Addendum immediately upon notice to Customer if T-Mobile no longer has the requisite rights to offer the PAPN/Static IP Services or Customer breaches any obligation in this Addendum. T-Mobile may terminate this Addendum for its convenience upon thirty (30) days prior written notice.