

T-MOBILE'S SPECIAL TERMS AND CONDITIONS

The following are additional special terms and conditions. These Special Terms and Conditions are incorporated and made a part of the Contract between T-Mobile USA, Inc. and California Department of technology.

Certain agreed upon revisions to the Contractor's standard terms are set forth in this Catalog Attachment A. Such mutually agreed upon terms shall take precedence over any conflicting terms in the Contractor's standard Acceptable Use Policy as may be modified from time to time.

To the extent that this Catalog Attachment A conflicts with other provisions in the Contract, the terms set forth in the Contract shall take precedence, pursuant General Provisions Section 14 (Order of Precedence). Catalog Attachment A may be modified by the mutual written consent of the parties.

1. Changes to Terms of Use. T-Mobile may exclude certain types of calls, messages or sessions (e.g. conference and chat lines, broadcast, international, 900 or 976 calls, etc.), at our sole discretion, without further notice.

2. Service Availability. Service is available to a Device only when it is within the operating range of Contractor's owned network coverage area ("Network") or the network of an operator with which Contractor has an applicable roaming agreement. See the selected service rate plans or visit Contractor's Open Internet page at www.Contractor.com/OpenInternet for details.

Coverage maps are available at www.Contractor.com and are only estimates of our anticipated coverage area outdoors. Participating Entity's actual Service area, network availability, coverage, and quality may vary and change without notice based upon a number of factors, including network capacity, terrain, weather, if Participating Entity's Users are on a private or public Wi-Fi network, using a non-Contractor Device, or if a Device no longer supports network technologies compatible with or available on Contractor's network. Outages and interruptions in Service may occur, and speed of Service varies. Devices also have varying speed capabilities and may connect to different networks depending on technology. Even within coverage areas and with broadband-capable Devices, network changes, traffic volume, outages, technical limitations, signal strength, obstructions, weather, and other conditions may impact speeds and Service availability. Contractor may impose usage or Service limits, suspend Service, or exclude certain categories of calls (e.g., conference & chat lines, broadcast, international, 900, 976 calls, etc.) in its sole discretion.

Contractor engineers its network to provide consistent high-speed data service, but at times and at locations where the number of Participating Entity using the network exceeds available network resources, Participating Entity will experience reduced data speeds. In those cases, Participating Entity who choose certain rate plans may notice speeds lower than Participating Entity on other Contractor branded rate plans, which are prioritized higher on Contractor's network. Further, to provide the best possible on-device experience for the most possible Participating Entity on Contractor branded plans and minimize capacity issues and degradation in network performance, Contractor may, without advance notice, take any actions necessary to manage its network on a content-agnostic basis, including prioritizing all on-device data over Smartphone Mobile HotSpot (tethering) data and further prioritizing the data usage of a small percentage of heavy data users, specifically those using more than 50GB of data in a billing cycle, below that of all other Participating Entity in times and locations where there are competing Participating Entity demands for network resources, for the remainder of the billing cycle.

Devices must be used predominantly within the Contractor-owned Network coverage area. Devices may connect to another provider's network ("Off-Net") even when Users are within the Contractor coverage area. Participating Entity should check Participating Entity's Device to determine if Participating Entity is Off-Net. Participating Entity should not abuse Off-Net usage or Contractor may limit or terminate Participating Entity's Service. Contractor may limit or terminate the affected line of Service in Contractor's discretion if (a) more than 50% of a User's voice and/or data usage is Off-Net for any two billing cycles within any twelve (12) month period, (b) a User's Off-Net usage makes it uneconomical for Contractor to provide Service to such User, or (c) related to Contractor's arrangements with an Off-Net provider. If a User's Off-Net voice usage, data usage or messaging usage exceeds its associated rate plan allotment, such Users will be alerted and access to Off-Net coverage may be suspended or denied. **Location services, including 9-1-1 location services, may not be available in Participating Entity's area and are subject to the Service limitations in this Section 5.**

3. Use of Service. Participating Entity agrees not to resell any aspect of the Service or bundle it with any product or device not directly provided to Participating Entity by Contractor, whether for profit or otherwise. Parties agree that a transaction contemplated under this Contract between Participating Entity and T-Mobile is not considered a "resale" under this Section 3. Participating Entity agrees not to modify the Devices or use the Service or Devices for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to Contractor's business, reputation, employees, subscribers, facilities, third parties or to the public generally. Unless authorized by Contractor, Participating Entity agrees that it will not use a Number on the Network for any purpose but for access to the public switched telephone network. Participating Entity agrees not to use the Service or Devices to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. Participating Entity has no proprietary or ownership rights to a specific number ("Number"), IP address, or e-mail address assigned to Participating Entity or Participating Entity's Device. Participating Entity may be able to transfer a Master Account User's Number to or from another provider with whom Contractor has a porting relationship in accordance with Contractor internal business

policies. For additional information about local number portability, please contact Corporate Participating Entity Care at (800) 375-1126 or email Contractor at Businesscare@Contractorsupport.com. Participating Entity agrees that Contractor may contact Master Account Users through the Devices to notify such User of changes to or information about their account or the Service. Contractor may deactivate or suspend Service to any Number without prior notice if Contractor suspects any unlawful or fraudulent use of the Number. Participating Entity agrees to reasonably cooperate with Contractor in investigating suspected unlawful or fraudulent use. Participating Entity acknowledges that the Device may not be compatible with the network and services provided by another service provider. Participating Entity may buy Devices from Contractor, or from someone else, however all existing account transfers will be handled in accordance with the terms of Section 2 herein. Participating Entity agrees to protect usernames and passwords for Participating Entity's Master Account(s) and Participating Entity is responsible for any usage of its Master Account(s). Participating Entity agrees to immediately notify Contractor of any unauthorized use of Participating Entity's Master Account(s) or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Participating Entity has knowledge.

4. Privacy. All services under this Agreement are governed by the Contractor Privacy Policy, as posted at <https://www.Contractorsupport.com/website/privacypolicy.aspx>, which may change from time to time without notice to Participating Entity, with respect to collection, use, and disclosure of personal information. Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy in voice or data communications or in use of the Service or Devices cannot be guaranteed, and Contractor will not be liable to Participating Entity for any lack or breach of privacy experienced while using any Devices, the Service, Content & Apps (as defined in Section 9.3 below). Only as permitted by law, Contractor may monitor, intercept and disclose content (voice or data) and any associated metadata that is transmitted over or using its facilities (for example, to comply with legal process or for network security). Participating Entity's caller identification (e.g., name and number) may be displayed on the equipment or bill of the person receiving Participating Entity's call.

5. Cancellation and Return Policy. Users and Employee Accounts may cancel a new line of Service within 30 days of activation ("**Cancellation Period**"), if the User: (a) contacts Contractor to cancel Service; and (b) returns the Like New Device (defined below) through Participating Entity's Contractor account representative, or team, or location from which it was purchased with proof of purchase. The "**Return Period**" is thirty (30) calendar days from the Device's purchase date. Only Like New Devices returned with proof of purchase to Participating Entity's Contractor account representative or team or location from which it was purchased within the Return Period are eligible for a refund of the purchase price. A "**Like New Device**" is a Device purchased from Contractor that is in its original packaging with all original contents, undamaged, and in good working condition with no material alterations to the Device's hardware or software, as determined by Contractor in its sole discretion. Participating Entity may be required to pay a commercially reasonable restocking fee for failing to return a Device with included packaging, manuals or accessories, or if the Device returned is in a damaged, altered or destroyed condition. Even if Participating Entity cancels Service and/or returns any Device as provided herein, Participating Entity must pay all Service and usage Charges incurred thru the effective date of termination or return date and any applicable subsequent penalties or assessments. If a User attempts to cancel Service, but does not return the applicable Device or if such Device is returned in a damaged, altered or destroyed condition, Contractor may take one or more of the following actions: (i) prevent such Device from working on any network; (ii) charge an early termination fee (if such line of Service is subject to an early termination fee); (iii) elect not to process Service cancellation; or (iv) charge such User the suggested retail price or the cost to repair the applicable Device, (which may be greater than the price paid for such Device), plus any shipping and handling charges. Except for the 30-calendar day Return Period, the cancellation and return policies in this Section 5 will not apply to Users who purchase Device(s) through Contractor's EIP or a Contractor leasing program and the terms of that program's agreement will supersede and control the purchase or lease of those Devices.

6. Account Maintenance Authorization. Participating Entity hereby authorizes Contractor's Account Management Team to access Participating Entity's Master Accounts to perform account maintenance services at Participating Entity's discretion and on its behalf, including but not limited to: (a) rate plan changes; (b) feature changes or additions; (c) mobile Number changes; (d) SIM changes; (e) Device upgrades/exchanges; (f) re-set of voicemail passwords; (g) change of address; and/or (h) set-up courtesy statements. This authorization will be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Participating Entity and Contractor.

7. Use of Third-Party Equipment and Handsets. In the event that Participating Entity uses third party equipment, handsets or devices with the Service that are not provided to Participating Entity directly by Contractor ("**Third-Party Equipment**"), Participating Entity acknowledges and agrees to the following: (a) Contractor will not accept any returns of the Third Party Equipment; (b) Contractor will not provide any warranty of any kind on the Third Party Equipment; (c) Contractor will not offer Participating Entity Care services for the Third Party Equipment; (d) the Third Party Equipment may not function properly with the Service(s) or Network; (e) each User will use the Third Party Equipment at its own risk; and (f) Participating Entity will be responsible for monthly service charges accrued from the date Contractor fulfills an order for a Subscriber Identity Module ("**SIM**"). Contractor disclaims all liability for Use of Third-Party Equipment in accordance with Section 11 of this Agreement. In the event that Contractor certifies or endorses the use of certain Third-Party Equipment with the Service, the above provisions will still apply. To clarify, Third Party Equipment, as used in this Section 7, does not include devices or equipment that are normally sold by T-Mobile under its product portfolio, such as certain Android or iOS devices.

8. Account Management (Participating Entity Authorization). During the term of this Agreement, Participating Entity may authorize a third party to act as Participating Entity's agent ("**Participating Entity Agent**") for purposes of procuring necessary support services related to this Agreement, subject to the following conditions:

- (a) Participating Entity remains fully responsible for any obligations incurred under this Agreement, whether due to changes Participating Entity or its Participating Entity Agent requests for Participating Entity's account;

- (b) Participating Entity will ensure that its Participating Entity Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of Contractor's confidential information as contained in this Agreement;
- (c) Participating Entity consents to Contractor's disclosure of Participating Entity's Confidential Information (as this term is defined herein) and Participating Entity Proprietary Network Information (CPNI), as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Participating Entity Agent, and waives any claim against Contractor for any damages, expenses, costs, or liabilities arising from such disclosure;
- (d) Participating Entity fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Participating Entity's account or improper disclosure of Participating Entity's account information, related to Participating Entity's request that Participating Entity Agent personnel be granted access to Participating Entity's accounts.
- (e) Activations of new lines of Service under this Agreement will continue to be activated through the Contractor Business Sales Account Team assigned to Participating Entity's Contractor account; provided that such activation requests may be made by Participating Entity or its Participating Entity Agent; and
- (f) Participating Entity agrees to be bound by the terms of any and all EIP or lease agreements signed by Participating Entity Agent's on behalf of Participating Entity.

This authorization will be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Participating Entity and Contractor.

9. Additional Terms for Plans and Other Features. The following terms apply to Participating Entity's Master Account data plan(s).

9.1. Permissible and Prohibited Uses. Participating Entity's Data Plan is intended for Web browsing, messaging, and similar activities. Certain activities and uses of the Services and Devices are permitted and others are not. If Participating Entity buys, leases, or finances a Device manufactured for use on the Network, Participating Entity agrees that it intends it to be activated on our Service and Participating Entity will not resell or modify the Device, or assist anyone doing so. Examples of permitted uses include but are not limited to: (a) voice calls; (b) web browsing; (c) messaging (d) email; (e) streaming music; and (f) Tethering a Device to other non-harmful devices pursuant to the terms and conditions and allotments the associated Rate Plan.

Examples of prohibited uses include but are not limited to: (aa) using a repeater or signal booster other than Contractor provides Participating Entity; (bb) compromises Network security or capacity, degrades Network performance, uses malicious software or "malware", hinders other Participating Entity' access to the Network, or otherwise adversely impacts Network service levels or legitimate data flows; (cc) using applications which automatically consume unreasonable amounts of available Network capacity; (dd) using applications which are designed for unattended use, automatic data feeds, automated machine-to-machine connections, or applications that are used in a way that degrades network capacity or functionality; (ee) misuse of the Service, including "spamming" or sending abusive, unsolicited, or other mass automated communications; (ff) tampering with, reprogramming, altering, or otherwise modifying Participating Entity's Devices to circumvent any of Contractor's policies or violate anyone's intellectual property rights; (gg) causing harm or adversely affects Contractor, the Network, Contractor Participating Entity, employees, business, or any other person ; or (hh) causing Contractor to violate applicable laws and regulations.

9.2. Protective Measures. Contractor engineers our network to provide consistent high-speed data service, but at times and at locations where the number of Participating Entity using the network exceeds available network resources, Participating Entity will experience reduced data speeds. To provide the best possible experience for the most possible Contractor Participating Entity and to minimize capacity issues and degradation in Network performance, Contractor may, without advance notice, take any actions necessary to manage the Network on a content-agnostic basis, including, prioritizing the data usage of a small percentage of unlimited high-speed data Participating Entity who use the highest amount of data below that of other Participating Entity in times and locations where there are competing Participating Entity demands for Network resources, for the remainder of the billing cycle. Where the Network is lightly loaded in relation to available capacity, a Participating Entity whose data is de-prioritized will notice little, if any, effect from having lower priority. This will be the case in a vast majority of times and locations. At times and locations where the Network is heavily loaded in relation to available capacity, however, these Participating Entity will likely see significant reductions in data speeds, especially if they are engaged in data-intensive activities. Contractor constantly works to improve Network performance and capacity, but there are physical and technical limits on how much capacity is available, and in constrained locations the frequency of heavy loading in relation to available capacity may be greater than in other locations. When Network loading goes down or the Participating Entity moves to a location that is less heavily loaded in relation to available capacity, the Participating Entity's speeds will likely improve. See www.Contractor.com/OpenInternet for details and for current data amount subject to this practice.

9.3. Downloadable Content and Applications. Participating Entity can purchase services and products from third-parties ("Content & Apps") using its Device(s), and charges for these purchases may be included in Participating Entity's Master Account invoice. Participating Entity may block purchases of third-party products or services by emailing Contractor at Businesscare@Contractorsupport.com, or contacting Participating Entity Care at (800) 375-1126. **For these third-party purchases, although the charges may appear on Participating Entity's invoice, Contractor is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website Master Account Users access through the Content & Apps. Participating Entity's download of Content & Apps is at its own risk.** Unless otherwise stated, any support questions for these Content &

Apps should be directed to the third-party seller identified at the point of purchase. Some Content & Apps may require Participating Entity's agreement to a license or other terms with the third party. Some Devices or Content & Apps may contact our Network without Participating Entity's knowledge, which may result in additional Charges (e.g., while roaming internationally). To use, download, or install Content & Apps that Participating Entity purchases from Contractor, the Content & Apps are licensed to Participating Entity by Contractor and may be subject to additional license terms between Participating Entity and the creator/owner of the Content & Apps. **Whether purchased from Contractor or a third-party seller, any Content & Apps Participating Entity purchases are licensed for personal, lawful, non-commercial use on User's Device only.** Participating Entity may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps.

9.4 Contractor is not responsible for any download, installation, use, transmission failure, interruption, or delay related to Content & Apps, or any third-party content, services, advertisements, or websites Participating Entity may be able to access by using its Device(s) or the Services, even if charges for Content & Apps appear on Participating Entity's Contractor bill. Participating Entity is responsible for maintaining virus and other Internet security protections when accessing third party Content & Apps or other services.

9.5 Contractor may retain, use, and share information collected when a Master Account User downloads, uses, or installs some Content or Apps, may update such User's Content or App remotely, or may disable or remove any Content or App at any time. Participating Entity may refer to Contractor's Privacy Policy as well as the Content or App creator/owner's privacy policy for information regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Content or App. Contractor is not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website Users may be able to access through the Content or App.

10. Additional Terms for Plans and Other Features.

10.1 Service Limitations, Connectivity and International Use. Participating Entity acknowledges and agrees that a User's use of any Wi-Fi network is permissible *and that Participating Entity (and not Contractor) is solely responsible for all charges associated with a Master Account User's use of the Service.* Cell Broadcasts (alerts that go to certain Participating Entity) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. Calls made over Wi-Fi outside of designated countries and destinations* will be charged standard international roaming rates. Participating Entity will pay for all internet access charges incurred by Master Account Users. (*Except as indicated in this Agreement, Contractor offers travel without limits with unlimited data and texting in 210+ countries and destinations at no extra charge. The list of 210+ countries and destinations is subject to change at Contractor's sole discretion. Visit www.Contractor.com/coverage/roaming).

10.2 9-1-1 and Emergency Alerts Service and Wi-Fi Calling. Participating Entity agrees and will inform all Master Account Users as follows:

Services or Software provided by third parties (including voice applications), 911 or E911, text to 911, or other calling or messaging functionality, may work differently than services offered by Contractor, or may not work at all. Participating Entity agrees to review all terms and conditions of such third-party products. Contractor is not responsible for failures to connect or complete 911 calls or text to 911 messages or if inaccurate location information is provided. 911 service may not be available or reliable and Participating Entity's ability to receive emergency services may be impeded. Contractor cannot assure Participating Entity that if Participating Entity places a 911 call or text Participating Entity will be found. Emergency Alerts. Contractor has chosen to offer wireless emergency alerts, within portions of our coverage area, on wireless alert capable Devices. There is no additional charge for these wireless emergency alerts. For details visit: www.Contractor.com/responsibility/consumer-info/safety/wireless-emergency-alerts.

Contractor may use a variety of information and methods to determine the location of a 9-1-1 call, including Contractor's GSM wireless Network if available in a User's location, or the location of a User's Primary Address. Even with this information, Participating Entity acknowledges that an emergency operator may not be able to receive or use the address information (or a User's phone number) to locate the User in order to provide emergency services. If a User dials 9-1-1 while outside the U.S., 9-1-1 services may not be available. Participating Entity is required to provide Contractor with a valid address for the location at which Participating Entity's Master Account Users primarily use Wi-Fi Calling ("**Primary Address**"). If Participating Entity does not provide Contractor with a Primary Address, Contractor may block Users' usage of certain Wi-Fi networks. If such address changes, either temporarily or permanently, Participating Entity will register the new address with Contractor. Contractor assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, Contractor may have no or very limited information about the User's location, which could result in (i) a 9-1-1 call being routed to an out-of-area public safety agency; (ii) the public safety agency receiving incomplete information about the User's call and the User's location; or (iii) a User's 9-1-1 call being routed to an emergency response center, which will ask the User for the User's location and use that information to route the call to a public safety agency.

10.3 Text-to-911: Text to 9-1-1 may be available in some locations where Contractor Service is provided and is dependent on the public safety agency's ability to receive text messaging. **Contractor recommends that Participating Entity uses voice communications as its primary method of contacting 9-1-1.**

Calls to 911 from a TTY will not work when using Wi-Fi Calling or Voice over LTE (“VoLTE”). If Users cannot make a voice call to 911, Contractor recommends that Users use an internet-based Telecommunications Relay Service such as Video Relay Service, IP Relay Service, or IP Captioned Telephone Service. Contractor Real-Time Text (“RTT”) technology is available on Contractor’s network and can be used on select devices to contact 911. For more information, see www.Contractor.com/accessibilitypolicy.

10.4 911 Access: 911 services are made possible by state and local governments. Contractor handsets are capable of making calls to 911 in the United States, and 911 access is available to Participating Entity regardless of rate plan. The handset must have battery power and connectivity to complete a 911 call. When making 911 calls, Participating Entity’s Users must be prepared to provide information about where the User(s) are located. In some cases, 911 communications center operators may not know the User’s phone number or have information about that User’s location. Other third-party entities are involved in connecting a 911 call and Contractor does not determine the public safety agency to which the 911 call is routed. If Participating Entity is porting a phone number to or from Contractor, Contractor may not be able to provide Participating Entity with some Services, such as 911 location services, while the port is in process. If any User is outside the U.S., such User may have to dial a different number than 911 to call emergency services.

10.5 Wi-Fi Calling. Wi-Fi Calling services use an internet connection to make calls, (“**Wi-Fi Calling**”), including 911 calls, and calls to 911 using Wi-Fi calling operate differently than traditional 911. When enabling Wi-Fi Calling, Participating Entity must provide Contractor with the primary street address at which the Wi-Fi Calling service will be used (“Registered Location”). If Participating Entity’s Users call 911 over Wi-Fi, Contractor will provide Participating Entity’s Registered Location to the public service entity that answers the call, and it may be used to help emergency responders locate a User. Participating Entity agrees to update its Registered Location if Participating Entity’s Users use Wi-Fi service at a different location. Participating Entity can update its Registered Location by contacting Contractor Participating Entity Care.