# MASTER CORPORATE SERVICES AGREEMENT

BY ACCEPTING A COPY OF THE T-MOBILE MASTER CORPORATE SERVICES AGREEMENT ("MCSA"), YOU ACKNOWLEDGE THAT THE INFORMATION CONTAINED IN THE MCSA IS CONFIDENTIAL, AND YOU SHALL NOT DIRECTLY OR INDIRECTLY COPY, REPRODUCE OR DISCLOSE ANY SUCH CONFIDENTIAL INFORMATION TO ANY OTHER PERSON, FIRM, OR CORPORATION OTHER THAN EMPLOYEES WHO NEED ACCESS TO THIS INFORMATION IN ORDER TO EVALUATE A POTENTIAL BUSINESS RELATIONSHIP WITH T-MOBILE. YOU MAY NOT USE ITS CONTENTS FOR ANY PURPOSE OTHER THAN TO EVALUATE THE POSSIBILITY OF ENTERING INTO A MCSA WITH T-MOBILE. IF YOU DO NOT AGREE TO MAINTAIN THE CONFIDENTIALITY OF THIS INFORMATION, DESTROY OR RETURN ALL COPIES OF THE MCSA PROVIDED HEREUNDER IMMEDIATELY.

**T-MOBILE MASTER CORPORATE SERVICES AGREEMENT**

This Master Corporate Services Agreement (“Agreement”), which shall be effective as of the date the second Party signs this Agreement below (“Effective Date”), is by and between T-Mobile USA, Inc., a Delaware corporation and its affiliates (“T-Mobile”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a(n) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its employees who use the Service (“Customer”), for communication services and related services and features (the “Service”), and for the purchase and use of wireless devices, Handsets, Smart Cards, and/or radio or other equipment, including additional or replacement equipment, for use with the Service (each a “Unit”). For purposes of this Agreement, T-Mobile and Customer are sometimes collectively referred to as the “Parties,” and individually as a “Party.”

WHEREAS, the Parties wish to enter into this Agreement to facilitate the provision of Service and Units to Customer’s employees who receive Service under Customer’s corporate liable master account (“Master Accounts”) or Customer’s employees who receive separate Service in their own name under the individual liable Employee Advantage Program (“Employee Accounts”) specified herein (each a “User”).

NOW THEREFORE for valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree to the following:

**1.** **Term; Fixed Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years thereafter (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional one-year periods unless terminated in writing by either Party at least sixty (60) days prior to the end of the then-current term. Users may have terms that begin on the date Service for a certain rate plan or feature is activated for the User (“Fixed Term”), which continues past the termination date of this Agreement; termination of this Agreement shall not affect such Fixed Terms.

**2. Service and Unit Pricing.** The Service and Unit pricing currently available to Customer is set forth in Exhibit A to this Agreement, which is incorporated herein by this reference. Customer may also choose any then-current generally available rate plan or Unit offered by T-Mobile, subject to the terms and conditions of such rate plan or Unit. Customer (including all Master Account Users) shall be eligible for the Aggregate Volume Discounts and Handset Discounts set forth in Exhibit A, subject to the applicable terms and conditions associated with such discounts. Orders for Service under the Master Account shall be processed pursuant to T-Mobile’s standard activation procedures and must be approved by an authorized designee of Customer. Any subscribers who are existing T-Mobile subscribers at the time of commencement of this Agreement (“Existing Subscribers”) are eligible to transfer their account to the Service and Unit pricing available under this Agreement (subject to the terms and conditions of this Agreement) so long as such Existing Subscribers’ existing service plans are then-current T-Mobile rate plans; provided, however, that the Service and Unit pricing, including any applicable Aggregate Volume Discounts, will not be available until the Existing Subscribers are converted to Customer’s T-Mobile billing cycle, and all such Existing Subscriber account transfers must be completed within the first sixty (60) days after the Effective Date of this Agreement. Thereafter, Existing Subscriber account transfers will be evaluated on a case-by-case basis and T-Mobile, in its sole discretion, may refuse to transfer to this Agreement any lines of Service activated after the Effective Date of this Agreement by third-party vendors of T-Mobile services. Notwithstanding the foregoing, Customer may activate new lines of Service under this Agreement through T-Mobile’s Business Sales National Account Team assigned to Customer’s account at any time during the Initial Term and any renewal term of this Agreement, subject to the terms of this Agreement.

**3. Employee Advantage Program.** Customer’s employees shall be eligible to receive Units and the Aggregate Volume Discount on Service and other applicable Employee Advantage Program benefits described herein, such as eligibility for the Cancellation and Return Policy in Section 13, only upon such employees meeting the following conditions: (a) the employee shall provide T-Mobile with proof that they are currently employed by Customer at the time of activation; (b) the employee shall satisfy T-Mobile’s credit requirements; (c) the employee shall execute a T-Mobile Service Agreement agreeing to be bound by the T-Mobile Terms and Conditions (“T&C’s”); (d) the employee may be required to agree to a new Fixed Term of not less than twenty-four (24) months from the date of activation or migration of a line of Service under the Employee Advantage Program; and (e) the employee shall comply with T-Mobile’s activation procedures, including activating Service only through a point of sale approved by T-Mobile’s Business Sales division for the Employee Advantage Program. ACTIVATION OF A LINE OF SERVICE IN A T-MOBILE RETAIL STORE OR DEALER LOCATION NOT APPROVED TO ACTIVATE EMPLOYEE ADVANTAGE PROGRAM ACCOUNTS MAY RESULT IN AN EMPLOYEE ACCOUNT USER BEING DEEMED INELIGIBLE FOR THE EMPLOYEE ADVANTAGE PROGRAM, INCLUDING THE APPLICABLE AGGREGATE VOLUME DISCOUNT. T-Mobile may periodically review Employee Accounts to confirm continued proof of employment and Employee eligibility. Upon T-Mobile’s reasonable request, Customer shall provide employment verifications to T-Mobile for all Employee Accounts. Should an employee terminate employment with Customer, such employee shall continue to receive Service under the Employee Account rate plan until the end of the employee’s Fixed Term. The former employee shall then be eligible to receive Service under T-Mobile’s standard consumer rate plans, subject to the applicable terms and conditions under such rate plans. Customer shall not be liable for payment on any Employee Account established under the Employee Advantage Program.

1. **Changes to Terms of Use.** T-Mobile may change the rate plans made available to new lines of Service or Units at any time; provided, however, that any rate plan selected by a User at the time of activation shall be honored by T-Mobile for the Fixed Term associated with that rate plan (unless a User modifies its rate plan or requests a change to another rate plan prior to the end of its Fixed Term). Unless Customer has selected a promotional rate plan or accepted promotional Unit pricing,Customer may, upon verbal or written notice to T-Mobile and payment of any applicable transfer fee assessed, change to another rate plan. Rate plan changes will be effective as of Customer’s next bill cycle. Any Fixed Term will remain unchanged by any modification to the account, unless Customer agrees to a new Fixed Term as part of such modification. If T-Mobile allows Customer to temporarily suspend any Units, the Fixed Term will be extended by the length of the temporary suspension. If Customer purchases any other T-Mobile services or features (or any future services or features) that are not covered by the terms of this Agreement, the T-Mobile terms and conditions applicable to that service or feature shall be provided to Customer. Customer shall be required to review and accept such additional terms and conditions before using such additional services or features.

**5. Service Availability.** Service is available to a Unit only when it is within the operating range of T-Mobile's system or the systems of an operator with which T-Mobile has an applicable roaming agreement. Coverage maps that have been provided by T-Mobile are only estimates; actual service coverage and quality may vary. There are gaps in Service within the estimated service areas shown on the coverage maps. Service is subject to unavailability, including emergency situations, transmission limits, network problems or limitations, problems with Customer Units, problems associated with interconnecting carriers, buildings, tunnels, signal strength and atmospheric or topographical conditions, and may be interrupted, dropped, refused, limited, or curtailed. T-Mobile may impose credit, usage or Service limits, suspend Service, or block certain categories of calls (e.g., international, country, 900, 976) in its sole discretion to protect Users or its business. Service shall not be transferred to another geographic market unless approved by T-Mobile in its sole discretion. T-Mobile may impose commercially reasonable administrative fees for such geographic market transfers and limit the geographic markets available for such transfers. **T-Mobile is not liable for any Service limits, failures or outages, including without limitation, the failure of a 9-1-1 emergency call to be connected or completed (see** **Section 11). Location services, including 9-1-1 location services, may not be available in Customer’s area and are subject to the Service limitations in this Section 5.**

**6. Use of Service.** Customer agrees not to resell any aspect of the Service or bundle it with any product or device not directly provided to Customer by T-Mobile, whether for profit or otherwise. Customer agrees not to modify the Units or use the Service or Units for any fraudulent, unlawful, harassing or abusive purpose, or in such a way as to create damage or risk to T-Mobile’s business, reputation, employees, subscribers, facilities, third parties or to the public generally. Customer agrees not to use the Service or Units to send any harassing, threatening, obscene, or unsolicited commercial text, e-mail or other messages. Except as stated in Section 26, Customer has no proprietary or ownership rights to a specific number (“Number”), IP address, or e-mail address assigned to Customer or Customer’s Unit. Customer agrees that T-Mobile may contact Master Account Users through the Units or by e-mail to notify such User of changes to or information about their account or the Service. T-Mobile may deactivate or suspend Service to any Number without prior notice if T-Mobile suspects any unlawful or fraudulent use of the Number. Customer agrees to reasonably cooperate with T-Mobile in investigating suspected unlawful or fraudulent use. Customer acknowledges that the Unit is not compatible with and will not work with the services provided by other wireless carriers (except when Customer is on T-Mobile's Service and roaming). Customer may buy Units from T-Mobile, or from someone else, however all existing account transfers shall be handled in accordance with the terms of Section 2 herein. T-Mobile Internet/T-Zones service or other services may not be available in all roaming markets.

**7. Default; Termination.** Customer will be in default under this Agreement if Customer does not pay any sum when due, breaches this Agreement, becomes the subject of any proceeding under the Bankruptcy Code or becomes insolvent. In any such case, Customer shall remain responsible for payment of all charges and fees (including any applicable early termination fee) due to T-Mobile under this Agreement (including any charges after a Bankruptcy filing), which charges will be immediately due and payable. T-Mobile has the right to discontinue Service and/or terminate this Agreement without prior notice if Customer breaches this Agreement for fraudulent or unlawful use as stated under Section 6 of this Agreement. For any other breach of this Agreement, T-Mobile shall have the right to discontinue Service and/or terminate this Agreement if Customer fails to cure such breach within thirty (30) days of the date of written notice from T-Mobile to Customer describing said breach. For purposes of determining a breach of Section 8 of this Agreement for failing to pay any past due amounts to the Master Account in accordance with payment deadlines indicated on Customer's monthly invoice, written notice of termination may be contained on billing statements made to Customer. Customer shall have the right to discontinue Service and/or terminate this Agreement without penalty if T-Mobile materially breaches this Agreement and such breach has not been cured within thirty (30) days after T-Mobile receives written notice of such breach from Customer. If T-Mobile agrees to renew Service to Customer after discontinuing Service, Customer shall pay any applicable reactivation charges. Each Party's remedies hereunder are not exclusive but are in addition to all other remedies provided by law.

**8. Billing and Payment of Charges.**

**8.1** Customer agrees to pay in full all charges for Service for the Master Accounts, including regular monthly Service and usage charges, and other charges or purchases billed to Master Account Users. Usage charges may include, without limitation, charges for calls, messages, and data that are processed through the Units or through any Number assigned to or authorized by Customer, toll charges, long distance charges, additional or differently-calculated charges assessed by another service provider for calls, messages and data that are sent from or received by the Unit when outside of T-Mobile's local calling area (“roaming” charges), any applicable landline access charges (directory assistance, etc.), and additional services or features which Customer uses. For each call there may be additional charges including without limit: (a) airtime; (b) toll charges; (c) roaming; (d) taxes; (e) features (such as web access, text messages, calling card use and voicemail) and services (such as operator or directory assistance). Customer will be charged for more than one call for certain features consisting of multiple inbound or outbound calls (such as call forwarding, call waiting and conference calling). Customer will be charged for Service and other features on a monthly billing cycle basis. Unused minutes or other allocated Services (e.g., text messages, data transmission) from any rate plans or features do not carry over to the next billing cycle. T-Mobile may change Customer’s billing cycle at any time. Billing of roaming charges and minutes of use or Services may be delayed or applied against included minutes or Services in a subsequent billing cycle, which may cause Customer to exceed Customer’s allocated minutes or Services in a particular billing cycle. Incoming and outgoing calls are billed in full minute increments from the time the wireless network begins to process the call (before the call rings or is answered) through its termination of the call; any fraction of a minute of usage is rounded up and charged, or deducted from any allocated minutes, as a full minute. Data usage is rounded up to the next full-kilobyte increment at the end of each data session. At the end of Customer’s billing cycle, or at the time Customer switches data plans, the total kilobytes are then rounded up to the next megabyte. There are 1,024 kilobytes in one megabyte. Any Taxes and Fees, as defined in Section 9, will be added to Customer’s charges as provided herein. Customer agrees not to rely on indicators on the Units, such as the roaming and call time indicators, which may be inaccurate. If Customer requests that T-Mobile block a Master Account line of Service from placing international calls (“International Dialing Block”), Customer acknowledges that certain countries and locations outside of the continental United States, including, Alaska, Canada, Hawaii, Jamaica, Mexico, Micronesia, Puerto Rico, and the U.S. Virgin Islands, may not be blocked.

**8.2** If T-Mobile has agreed that Customer may pay for Master Account charges with a credit card, T-Mobile will charge the credit card, at the time of billing, for all amounts or other obligations Customer has incurred. Customer also authorizes T-Mobile to charge Customer’s credit card at or after termination of Service to pay all outstanding Master Account balances (including, but not limited to, payment of any applicable early termination fee). If Customer has not authorized charges to be made to a credit card, or if Customer revokes such authorization, or if for any reason Customer’s credit card issuer does not pay T-Mobile, T-Mobile must receive payment from Customer on or before the due date, or we may suspend or terminate the Service in accordance with the terms of Section 7.

**8.3** Except as prohibited by law, charges, less disputed amounts, for Master Account Users must be paid within thirty (30) days of the date of invoice. Customer agrees that (a) time is of the essence; (b) it would be impractical to fix the exact amount of T-Mobile's damages if Customer fails to pay promptly; and (c) in the event T-Mobile does not receive payment by the due date shown on Customer’s monthly invoice, payment is past due and Customer may be assessed a default interest of the lower of 1.5% per month (or any portion thereof) on any past due amount until paid, or the highest amount permitted by law. If Customer believes the bill contains any incorrect charges, Customer must notify T-Mobile of such disputed charges within sixty (60) days from the date of the first bill that contains the disputed charges or Customer waives the right to dispute those charges. Customer shall contact Customer Care at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com so that T-Mobile can review Customer’s Master Account. If Customer accepts a credit to resolve an issue, Customer agrees the issue is resolved. T-Mobile may require Customer to describe the dispute in writing. Any written communications concerning disputed amounts owed must be sent to: T-Mobile Corporate Customer Care, PO Box 29240, Bellingham, WA 98228-1228. If it is determined that Customer owes some, or all, of the amount in dispute, that amount will be added to any current charges and must be paid by the date shown on the monthly invoice. If T-Mobile accepts late or partial payments or payments marked “Paid in Full” or similar notations, it will not waive any of T-Mobile’s rights hereunder to collect all amounts that Customer owes T-Mobile nor will it constitute an accord and satisfaction. T-Mobile may charge Customer $35, or the maximum amount allowed under applicable law if any check or electronic funds transfer payment, including debit or Automated Clearing House payment, is dishonored or returned for insufficient funds.

**8.4** If Customer’s Unit is lost or stolen (“Lost Unit”): (1) Customer must notify T-Mobile promptly and ask T-Mobile to deactivate the Lost Unit; and (2) provide T-Mobile within fourteen (14) days, any reasonable documentation T-Mobile requests (such as a copy of a filed police report if the Unit is stolen). If Customer completes the above requirements, Customer will not be liable for any unauthorized airtime charges fraudulently incurred on the Lost Unit, although Customer agrees to assist T-Mobile with any prosecution. Customer must fulfill the remainder of the Initial or Fixed Term by purchasing and activating a replacement Unit, or Customer will be subject to any applicable early termination fee per Number as more fully described in Section 21 of this Agreement.

1. **Taxes and Fees.**

**9.1** T-Mobile shall invoice Customer's Master Account for taxes, fees and other charges (e.g. sales, use, excise, business activity, gross receipts, margin, value added, public utility and other taxes and surcharges) levied by or to be remitted directly to federal, state or local authorities, or foreign governments or foreign service providers imposed on Customer or T-Mobile as a result of providing the Service, Customer’s Unit or Other Services (“Taxes and Fees”). T-Mobile will determine, in its reasonable discretion, the Taxes and Fees Customer is responsible to pay and the amount of those Taxes and Fees, which may change or increase at any time without notice. If Customer claims a tax exemption, Customer must provide T-Mobile with valid evidence of tax exemption (“Evidence”). Tax exemption only applies to Taxes and Fees incurred after the date T-Mobile receives the Evidence (Customer shall not receive credit for Taxes and Fees Customer has already paid). Should Customer’s Evidence later be found to be invalid ("Invalidated Evidence") by a governmental entity where such Evidence was used to avoid the payment of any Taxes and Fees by Customer, Customer shall be responsible for and, at T-Mobile’s option, shall promptly remit to T-Mobile or applicable governmental entity, any tax, interest and penalty levied or imposed upon T-Mobile due to such Invalidated Evidence.

**9.2** T-Mobile may also invoice Customer for: a) regulatory or administrative fees to recover costs related to federal and state mandates, including without limit fees or costs related to E-911, local number portability and number pooling, b) Federal Universal Service Funds (FUSF) and c) such other federal, state or local regulatory fees that may arise in the future. T-Mobile may impose the regulatory or administrative fees whether or not all or some services are used, or available to Customer, or in Customer’s location.

**9.3** All payments made by Customer under this Agreement shall be made without any deduction or withholding for, or on account of, any Taxes and Fees imposed by any taxing or governmental authority of any country or state. If Customer is or was required by law to make any deduction or withholding of Taxes and Fees from any payment due to T-Mobile under this Agreement then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer to T-Mobile will be increased so that, after any such deduction or withholding for Taxes and Fees, the net amount received by T-Mobile will not be less than the amount T-Mobile would have received had no such deduction or withholding been required. If any taxing or governmental authority asserts that T-Mobile or Customer should have made a deduction or withholding for, or on account of, any Taxes and Fees with respect to all or a portion of any payment made under this Agreement, Customer agrees to indemnify T-Mobile for such Taxes and Fees and to hold T-Mobile harmless on an after-tax basis from and against any Taxes and Fees, interest or charges levied or asserted against them in connection therewith.

**9.4** T-Mobile is required to use the business street address that Customer has provided, which must be within T-Mobile's licensed service area, to determine the application of certain Taxes and Fees.  **If you give us an address (such as a PO box) that is not a recognized street address, does not identify the taxing jurisdictions applicable to the address or does not reflect the service area associated with your Number, you may be assigned a default location for Taxes & Fees calculation, which may result in a higher or lower charge for certain Taxes & Fees.** If Customer questions or wishes to dispute the propriety or amount of any Taxes or Fees on an invoice, Customer must notify T-Mobile of such question or dispute within sixty (60) days from the date the questioned or disputed Taxes and Fees were first billed or Customer waives the right to question or dispute such amounts. Any such questions or disputes should be directed to T-Mobile via telephone at (800) 375-1126 or by email at Businesscare@t-mobilesupport.com.

**10.** **Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES THAT T-MOBILE IS NOT THE MANUFACTURER OF THE UNITS, AND EXCEPT AS TO ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED WITH THE UNITS, ALL SERVICES AND UNITS ARE PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS” BASIS,ANDWITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE OR UNITS. T-MOBILE DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON T-MOBILE'S BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF T-MOBILE'S AGENTS (EXCEPT AS TO ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED WITH THE UNITS), ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY T-MOBILE OF ANY KIND. NEITHER T-MOBILE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES (“T-MOBILE AFFILIATES”) WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE OR UNIT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. IF CUSTOMER RECEIVED A WRITTEN “T-MOBILE LIMITED WARRANTY” WITH ANY UNIT, IT IS THE ONLY WARRANTY MADE BY T-MOBILE WITH RESPECT TO SUCH UNIT. Some states do not allow the disclaimer of implied warranties, so the above exclusion may not apply to Customer in whole or in part.

**11.** **Limitation of Liability.**

**11.1 Disclaimers.**

**11.1.1** T-Mobile shall not be liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or facility failure, Unit failure, Network failures, Network problems, lack of coverage or network capacity, equipment or facility upgrade or modification, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, or causes beyond T-Mobile’s reasonable control, including without limitation, the failure of an incoming or outgoing call, including a 9-1-1 emergency call, to be connected or completed or for the functionality of location services, including 9-1-1 location services. EVEN IF T-MOBILE OR ANY OF THE T-MOBILE AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, THEY WILL NOT BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER’S AFFILIATES, EMPLOYEES, AGENTS, END USERS, CUSTOMER'S AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE OR ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION: DISCLAIMED DAMAGES OR LOSS OF PRIVACY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOSS OF DATA, COST OF REPLACEMENT PRODUCTS AND SERVICES, SUSPENSION, TERMINATION, OR THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY ANY EQUIPMENT, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. THE SERVICE IS NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, ATTACKS, VIRUSES, OR INTERCEPTORS, AND CUSTOMER AGREES THAT T-MOBILE SHALL NOT BE LIABLE TO CUSTOMER, CUSTOMER'S AGENTS OR END USERS FOR ANY FAILURE OF NETWORK, LACK OF PRIVACY OR SECURITY.

**11.1.2** IN NO EVENT SHALL EITHER PARTY OR THEIR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY AND ITS PARENTS, AFFILIATES AND SUBSIDIARIES AND THEIR COLLECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF SALES, LOSS OF INVESTMENT OR OTHER EXPENDITURES, INVESTMENTS, OR COMMITMENTS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER PARTY AND/OR EITHER PARTY’S AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**11.2 Liability Caps.** THE MAXIMUM AGGREGATE LIABILITY OF T-MOBILE AND ITS AFFILIATES TO CUSTOMER, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER FOR ANY AND ALL DAMAGES, INJURY, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION BY CUSTOMER AGAINST T-MOBILE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICE, NETWORK OR EQUIPMENT, SHALL BE TO RECOVER THE PRORATED MONTHLY OR OTHER CHARGES TO CUSTOMER FOR THE APPLICABLE SERVICE OR UNITS, BUT IN NO EVENT MORE THAN $50,000 (“T-Mobile’s Maximum Aggregate Liability”). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. CUSTOMER AGREES THAT INCLUSION OF THIS PARAGRAPH WAS A MATERIAL CONSIDERATION FOR T-MOBILE TO ENTER THIS AGREEMENT. EACH AND BOTH THE LIMITATION OF DAMAGES AND LIMITATION OF REMEDY ABOVE WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITATION ON DAMAGES.

1. **Privacy.** Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and T-Mobile shall not be liable to Customer for any lack of privacy experienced while using any Units or the Service. T-Mobile has the right, but not the obligation, to monitor, intercept and disclose any transmissions over or using its facilities, and to provide subscriber billing, account, calling or use records, and related information under certain circumstances (e.g., in response to lawful process, orders, subpoenas, or warrants, or to protect T-Mobile's rights or property). Customer’s caller identification (e.g., name and number) may be displayed on the equipment or bill of the person receiving Customer’s call. Please consult the T-Mobile privacy policy at [www.t-mobile.com](http://www.t-mobile.com) for information on the use and disclosure of information.
2. **Cancellation and Return Policy.** Master and Employee Account Users may cancel Service without paying any applicable early termination fee if within the Return Period (defined below) the User: (a) contacts T-Mobile to cancel Service and (b) returns the Like New Unit (defined below) through Customer’s T-Mobile 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 Unit’s purchase date. Only Like New Units returned with proof of purchase to Customer’s T-Mobile 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 Unit” is a Unit purchased from T-Mobile that is in its original packaging with all original contents, undamaged and in good working condition as determined by T-Mobile in its sole discretion. Customer may be required to pay a commercially reasonable restocking fee for failing to return a Unit with included packaging, manuals or accessories. Even if Customer cancels Service and/or returns any Unit as provided herein, Customer must pay all Service and usage charges incurred prior to cancellation or return and any applicable subsequent penalties or assessments.
3. **Confidentiality.** Each Party receiving information (the "Receiving Party") undertakes to retain in confidence the terms of such information, technology, materials and know-how of the other Party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). The Parties acknowledge and agree that this Agreement, including pricing terms, rate plans, and Handset and equipment discounts are Confidential Information. Neither Party shall use any Confidential Information with respect to which it is the Receiving Party for any purpose other than the fulfillment of this Agreement. Each Party shall protect Confidential Information of the other Party, and take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each Party shall also notify the other promptly in writing in the event such Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other Party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. The restrictions set forth in this paragraph shall not apply to any information that: (a) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (e) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party. Each Party shall return to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other Party upon request therefor. Each Party acknowledges that breach of this provision by it may result in irreparable harm to the other Party for which money damages will be an insufficient remedy, and therefore the other Party shall be entitled to seek injunctive relief to enforce the provisions of this Section.
4. **Assignment.** T-Mobile may assign in whole or in part its rights or duties under this Agreement without prior notice to Customer and upon such assignment T-Mobile shall be released from all liability hereunder. Customer may assign this Agreement only with T-Mobile's prior written consent. Subject to this restriction, this Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.
5. **Notices.** All notices and other communications hereunder shall be given in writing and shall be deemed to have been duly given and effective:

(i) upon receipt if delivered in person or via tele-copy,

(ii) one day after deposit prepaid with a national overnight express delivery service, or

1. three days after deposit in the United States mail.

Either Party may change the following contact information upon written notice to the other Party.Notices shall be delivered or transmitted to:

If to Customer**:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to T-Mobile:

T-Mobile USA, Inc.

12920 S.E. 38th Street

Bellevue, Washington 98006

#### FAX: (425) 378-4040

#### Attention: President

With a Copy to: Legal Department

1. **Severability.** If any provision of this Agreement is held to be inapplicable or unenforceable, including any limitations in Sections 10, 11, 18 or 19, then such provision shall be construed, as nearly as possible, to reflect the intentions of the Parties with the other provisions remaining in full force and effect, and the balance of the provisions shall remain unaffected.
2. **Governing Law and Venue.** The laws of the State of Washington shall govern the construction and interpretation of this Agreement, without regard to the conflict of laws or choice of laws provisions thereof. Venue in any action brought with respect to this Agreement shall be in the county and state nearest to which the defending Party in such action maintains its corporate headquarters and executive offices and each Party consents to the jurisdiction of the courts sitting therein. Except as otherwise provided in this Agreement, and unless prohibited by law, any controversy, claim or dispute must be brought by either Party within one (1) year of the date such Party is entitled to assert any such claim.
3. **Dispute Resolution.** If claims, controversies or disputes between the Parties or the Parties’ agents, employees, officers, directors, or affiliated agents (hereafter "Dispute") (including whether a particular dispute is subject to arbitration as provided hereunder) cannot be settled through negotiation, such Dispute shall be resolved by binding arbitration conducted in the Seattle, Washington offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") before a single neutral arbitrator. The Federal Arbitration Act, 9 U.S.C. Secs. 1-15, not state law, shall govern the arbitrability of all Disputes. The Parties shall submit any documents requested by the arbitrator in advance of the hearing date specified by the arbitrator. The appointed arbitrator selected may grant discovery as required by the reasonable needs of the case and determine motions filed, including motions for preliminary or ancillary relief and for summary disposition, but shall do so in accordance with the Parties’ desire to economically and quickly resolve the Disputes between them. As soon as practicable after the hearing, the arbitrator shall issue a written decision specifying such relief as may be appropriate. Any award rendered shall be limited to actual damages sustained by the Party in whose favor the judgment is rendered, and no consequential, incidental, punitive, exemplary or special damages shall be awarded. The arbitrator may not award relief in excess of or inconsistent with the provisions of this Agreement, or order consolidation or arbitration on a classwide basis. The arbitrator's award shall be final, non-appealable and binding and may be enforced in any court of competent jurisdiction. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. Notwithstanding the foregoing, upon mutual agreement, the Parties may cancel or terminate this Agreement in accordance with its terms and conditions without being required to follow the procedures set forth in this Section. Demand for arbitration shall be forever barred unless made within one (1) year from the date when the alleged Dispute arose, and shall be made by written notice given to the other Party. No Party may act as a representative of other claimants or potential claimants in any Dispute, and two or more individuals’ Disputes may not be consolidated or otherwise determined in one proceeding, without the prior written consent of all Parties. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS DISPUTE RESOLUTION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO LOST PROFITS, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR TREBLE DAMAGES (“DISCLAIMED DAMAGES”), A JURY TRIAL, OR PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN A CLASS ACTION. IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, CUSTOMER AND T-MOBILE BOTH WAIVE ANY CLAIMS TO RECOVER DISCLAIMED DAMAGES AND ANY RIGHT TO PURSUE, OR PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN, CLAIMS ON A CLASSWIDE, CONSOLIDATED, OR REPRESENTATIVE BASIS.
4. **Entire Agreement.** This Master Corporate Services Agreement (and all Exhibits) represents the final and entire agreement between Customer and T-Mobile and governs the use of the Services and the Units and shall supersede any other agreements, oral or written, between the Parties regarding the subject matter herein. Any amendments to this Agreement must be in writing and signed by an authorized representative of Customer and by a Vice President of Sales for T-Mobile. Any amendments signed by someone other than a Vice President of Sales for T-Mobile or a Divisional Director of Sales under an express delegation of authority shall be null and void. Customer acknowledges that no other T-Mobile employee, dealer or agent is authorized to make any representation or warranty with respect to this Agreement, the Service or a Unit, or to waive or alter any provisions of this Agreement. T-Mobile’s failure at any time to require strict performance by Customer or any User of any of the provisions herein shall not waive or reduce T-Mobile’s right to thereafter require strict compliance with any provision of this Agreement. The Parties acknowledge and represent that each has the power and authority to enter into this Agreement and that the signing parties below have the authority to bind each Party to this Agreement.
5. **Early Termination.** If Customer terminates Service for any Master Account Users prior to the end of the Fixed Term for such User (as defined in Section 1 herein), Customer agrees to pay T-Mobile, in addition to other amounts owed on such account, an early termination fee as follows:

|  |  |
| --- | --- |
| ***Service activated on or after 6/28/08******1 or 2 YEAR Fixed Term*** | ***Early Termination Fee*** |
| **Termination With More Than 180 Days Remaining On The Fixed Term** | ***$200*** |
| **Termination With 91 To 180 Days Remaining On The Fixed Term** | ***$100*** |
| **Termination With 31 To 91 Days Remaining On The Fixed Term** | ***$50*** |
| **Termination In The Last 30 Days Of The Fixed Term** | **The Lesser Of $50 Or User’s Monthly Recurring Charges (including any applicable taxes and fees)** |

Unless Customer requests otherwise, a Master Account User’s **termination will be effective** at the end of Customer’s current billing cycle and Customer remains responsible for all fees and charges for Service and usage through termination. In addition, T-Mobile may keep any amounts prepaid by Customer sufficient to cover any accrued fees and charges.

1. **Survival.** The following provisions, and any other provisions which may reasonably be construed as surviving, and the rights and obligations of the Parties hereunder, shall survive any termination of this Agreement for any reason: Sections 5, 6, 7, 8, 9, 10, 11, 14, 15, 17,18, 19, 21, and the terms and conditions related to Customer’s use of other T-Mobile services.
2. **Definition of Affiliate.** For purposes of this Agreement and the Affiliate Participation Agreement included in Exhibit B, "Affiliate" means any subsidiary, division, or related business entity that Customer has the authority to control or is controlled by Customer or is under common control by Customer and another business entity, as of the date hereof and from time to time. For the purposes of this definition, "control" shall mean the possession, directly or indirectly, of more than 50% of the equity securities or equity interests in such entity or the power to direct or cause the direction of the management and policies of such entity (whether through ownership of securities, partnership interests or other ownership interests, by contract, or otherwise).
3. **Affiliate Participation.** Customer may extend the terms and conditions of this Agreement to Customer’s Affiliates at T-Mobile’s sole discretion, and subject to each Affiliate’s execution of the Affiliate Participation Agreement included in Exhibit B. An Affiliate Participation Agreement shall only be required if Customer’s Affiliate requests separate Master Account billing under the separate Affiliate legal name and separate Affiliate Federal Tax Identification Number.
4. **Account Maintenance Authorization.** Customer hereby authorizes T-Mobile’s Account Management Team to access Customer’s Master Accounts to perform account maintenance services at Customer’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) Handset Upgrades/Exchanges; (f) Re-set of Voicemail Passwords; (g) Change of Address; and/or (h) Set-up Courtesy Statements. This authorization shall be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Customer and T-Mobile.
5. **Local Number Portability.** When available, Customer may be able to transfer a Master Account User's local phone number within the same local geographic area to or from another provider with whom T-Mobile has a porting relationship as follows:

**26.1** Bringing a Number to T-Mobile. Customer may contact T-Mobile to request a transfer of a User’s number with another provider to a new or existing Master Account with T-Mobile. All activation requirements and charges, including, without limit, credit approval, apply. Customer remains liable for charges (including early termination fees) Customer incurred with Customer’s former provider. If a transfer is unsuccessful and the request is cancelled, and Customer does not ask T-Mobile to assign Customer a new number, Customer must return any Unit purchased from T-Mobile in accordance with T-Mobile's Cancellation and Return Policy as more fully described in Section 13.

**26.2** Transferring a Number from T-Mobile. Customer may contact another provider to request a transfer of a Master Account User's T-Mobile number if Customer has an ''In Service'' (defined below) T-Mobile account, is the billing responsible party and pays any applicable fee. “In Service” for this purpose means: Customer’s account has not been cancelled or suspended. Transferring a Master Account User's number may cancel Customer’s account or line of Service, but Customer should verify with T-Mobile that Customer’s account or line of Service has been cancelled or Customer may continue to incur charges. Transferring a number from a pooled or multiple line account may cause the remaining number(s) on the account to have less than the required number of lines and T-Mobile may move Customer to another rate plan, in T-Mobile’s discretion upon prior notice to Customer, which may result in higher charges for Service. Customer will be liable for payment of any amounts due before or upon cancellation, such as any applicable early termination fees or other fees. A transfer will be completed only if both the receiving provider and T-Mobile confirm a successful transfer. If a transfer is unsuccessful for any reason, Customer’s Service and this Agreement will not terminate, Customer will remain a T-Mobile customer and will continue to be responsible for all Service or other charges in accordance with this Agreement.

**26.3** Miscellaneous. Transferring a Master Account User's number does not transfer service allotments, voicemail, phone book or any other services or features and they will be lost. If a User's telephone number is not In Service, Customer will lose any rights (as determined by the FCC) that Customer may have to that number and that number will be returned to the appropriate provider. Customer may lose its listing in any telephone directories, if applicable. If a User contacts 911 after a transfer request is received by T-Mobile, but before the User receives confirmation of completion, a 911 call center may not have accurate information on the User’s identity and/or location. The User must inform the 911 call center operator of User's location immediately upon placement of the call. If a User is disconnected, the User must dial 911 again and advise the 911 call center operator that the call was disconnected. For additional information about local number portability, please contact Corporate Customer Care at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com.

1. **Use of Third Party Equipment and Handsets.** In the event that Customer uses third party equipment or Handsets with the Service that are not provided to Customer directly by T-Mobile ("Third Party Equipment"), Customer acknowledges and agrees to the following: (a) T-Mobile shall not accept any returns of the Third Party Equipment; (b) T-Mobile shall not provide any warranty of any kind on the Third Party Equipment; (c) T-Mobile shall not offer Customer Care services for the Third Party Equipment; (d) the Third Party Equipment may not function properly with the Service; (e) each User shall use the Third Party Equipment at its own risk; and (f) Customer shall be responsible for monthly service charges accrued from the date T-Mobile fulfills an order for a Subscriber Identity Module (“SIM”). T-Mobile disclaims all liability for Use of Third Party Equipment in accordance with Section 11 of this Agreement. In the event that T-Mobile certifies or endorses the use of certain Third Party Equipment with the Service, the above provisions shall still apply.
2. **Account Management (Customer Authorization).** During the term of this Agreement, Customer may authorize a third party to act as Customer’s agent (“Customer Agent”) for purposes of procuring necessary support services related to this Agreement, subject to the following conditions:
3. Customer remains fully responsible for any obligations incurred under this Agreement, whether due to changes requested to its account by it directly or by its Customer Agent;
4. Customer shall ensure that its Customer Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of T-Mobile’s confidential information as contained in this Agreement;
5. Customer waives any and all claims against T-Mobile for any and all damages, expense, cost or liability arising from T-Mobile’s disclosure of Customer’s Confidential Information (as this term is defined herein) and Customer Proprietary Network Information (CPNI), as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Customer Agent; and
6. Activations of new lines of Service under this Agreement will continue to be activated through the T-Mobile Business Sales Account Team assigned to Customer’s T-Mobile account; provided that such activation requests may be made by Customer or its Customer Agent.

This authorization shall be valid for the term of this Agreement and may not be modified except pursuant to a written amendment signed by Customer and T-Mobile.

1. **Regulatory Clauses for Federal Contractors.** Exec. Orders 11246 and 13201 and 29 C.F.R. Part 470 and 41 C.F. R. Parts 60-1.4, 60-1.8, 60-250.5 and 60-741.5 are incorporated herein by this reference, if applicable.
2. **Additional Terms for Data Plans.** The following terms apply to Customer’s Master Account data plan(s). To the extent any data plan terms expressly conflict with the terms in this Agreement, the applicable data plan terms will govern.

**30.1. Permissible and Prohibited Uses.** Customer acknowledges that the data plan is intended for Web browsing, messaging, and similar activities on a Master Account User’s Unit and not on any other equipment. Unless explicitly permitted by a data plan, other uses, including for example, tethering a Unit to a personal computer or other hardware, are not permitted.

Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, “bots” or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) as a substitute or backup for private lines or dedicated data connections; (c) any activity that adversely affects the ability of other users or systems to use either T-Mobile’s Services or the network-based resources of others, including the generation or dissemination of viruses, malware or “denial of service” attacks; (d) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, T-Mobile’s or another entity’s network or systems; or (e) running software or other devices that maintain continuously active Internet connections when a computer’s connection would otherwise be idle, or “keep alive” functions. For example, Customer cannot use a data plan for Web broadcasting, or for the operation of servers, telemetry devices and/or supervisory control and data acquisition devices.

**30.2. Protective Measures.** To provide a good experience for the majority of T-Mobile’s customers and minimize capacity issues and degradation in network performance, T-Mobile may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth; if a Master Account User’s total usage exceeds 5GB (amount is subject to change without notice; please periodically check T-Mobile.com for updates) during a billing cycle, T-Mobile may reduce such User’s data speed for the remainder of that billing cycle. T-Mobile may also suspend, terminate, or restrict a User’s data session, data plan, Service or switch a User to a more appropriate data plan if a data plan is used in a manner that interferes with other customers’ service, T-Mobile’s ability to allocate network capacity among customers, or that otherwise may degrade service quality for other customers.

**30.3. Downloadable Content and Applications.** Customer can purchase Content and Applications (e.g., downloadable or networked applications, wallpapers, ringtones, games, and productivity tools) (“Content & Apps”) for and with a compatible Unit. Customer can purchase some Apps with the Unit that are not sold by T-Mobile; for such Apps, Customer can identify the third party seller at the point of purchase. **For these third party purchases, although the charges will appear on Customer’s invoice, T-Mobile is not responsible for the App, including download, installation, use, transmission failure, interruption, or delay, or any content or website Master Account Users access through the App.** Any support questions for these Apps should be directed to the third party seller identified at the point of purchase. To use, download or install an App sold by a third party seller, Customer may be subject to license terms between with the third party seller and App developer. To use, download, or install Content or Apps that Customer purchases from T-Mobile, the Content or App is licensed to Customer by T-Mobile and may be subject to additional license terms between Customer and the creator/owner of the Content or App. **Whether purchased from T-Mobile or a third party seller, any Content or App Customer purchases is licensed for personal, lawful, non-commercial use on User’s Unit only.** Customer may not transfer, copy, or reverse engineer any Content or App, or alter, disable or circumvent any digital rights management security features embedded in the Content or App.

**30.4** T-Mobile is not responsible for any third party content or website a Master Account User may be able to access using the Unit. Users may encounter advertisements from other entities ("Third Party Ads") while using web2go, browsing the Internet, or using an application on the Unit. T-Mobile is not responsible for any Third Party Ads, or for any website or content that Users may access by clicking on or following a link contained in a Third Party Ad.

**30.5** T-Mobile 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. Customer may refer to T-Mobile’s Privacy Policy as well as the Content or App creator/owner’s privacy policy for information regarding the use of information collected when a User downloads, installs, or uses any Content or App. T-Mobile 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.

1. **Additional Terms for Wi-Fi Calling**. This Section applies only to calls made over a Wi-Fi network using a T-Mobile Unit, including, without limitation, T-Mobile @Home Service and T-Mobile Wi-Fi Calling With Mobile Office (collectively “Wi-Fi Calling”). Wi-Fi Calling is a voice Service and requires a qualifying rate plan, a Wi-Fi-enabled Unit, broadband internet connection and Wi-Fi signal. When Users use Wi-Fi Calling with a Wi-Fi add-on feature, calls Users place to, or receive from, U.S. numbers while connected to a Wi-Fi network are included in the add-on feature. All data, messaging, and other Services will be billed according to the terms and conditions of the rate plan. Billing for the entirety of any Wi-Fi assisted call will be based on the network (Wi-Fi or cellular) that a User’s Unit was connected to when the User initially made or received the call. Additional incoming and outgoing calls initiated while Users are already connected to a network (e.g., call waiting, call forwarding, conference calling, voice mail) also are billed based upon the network upon which the original call was initiated. Customer acknowledges that calls may not transfer between Wi-Fi networks or between Wi-Fi networks and a cellular network, thereby causing a call to drop. If Users use a Wi-Fi-enabled Unit but do not purchase a Wi-Fi Calling add-on feature, all calls on any Wi-Fi network will be charged according to the User’s T-Mobile rate plan. For these calls, T-Mobile will bill Customer based on the time at the location of the Wi-Fi network (or a nearby cell tower) if T-Mobile knows where it is. If T-Mobile is unable to determine the location of the Wi-Fi network, T-Mobile may, in its reasonable discretion, base the time of the call on the local time of a User’s billing address, which can affect the designation of a call, such as a night or weekend call.

**31.1 Service Limitations, Connectivity and International Use**. Customer acknowledges and agrees that a User’s use of any Wi-Fi network is permissible ***and that Customer (and not T-Mobile) is solely responsible for all charges associated with a Master Account User’s use of the Service.*** Cell Broadcasts (alerts that go to certain customers) and Wireless Priority Service (WPS) may not be available with Wi-Fi Calling. If Users have a Wi-Fi Calling add-on feature and use Wi-Fi Calling Service outside of the U.S., calls to U.S. numbers are not included as part of the add-on feature and are charged under User’s rate plan.Calls to international numbers are charged international rates. Customer shall pay for all internet access charges incurred by Master Account Users.

**31.2 9-1-1 Service and Wi-Fi Calling.** Customer agrees and shall inform all Master Account Users as follows:

9-1-1- service using Wi-Fi uses the internet and operates differently than traditional 9-1-1. For example, 9-1-1 services may not work during power or internet (e.g., cable service) outages or disruptions or if your internet or T-Mobile Services are suspended. When making a 9-1-1 call using Wi-Fi Calling, a User should always state the nature of the emergency and provide both the User’s location and phone number. **9-1-1 service and/or a User’s location information may not be available or reliable with Wi-Fi calling and a User’s ability to receive emergency services may be impeded from time to time, without notice.** **T-Mobile is not responsible for failures to connect or complete 9-1-1 calls or if inaccurate information is provided.**

T-Mobile may use a variety of information and methods to determine the location of a 9-1-1 call, including T-Mobile’s GSM wireless network if available in a User’s location, or the location of a User’s Primary Address. Even with this information, Customer 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. Customer shall provide T-Mobile with a valid address for the location at which Customer’s Master Account Users primarily use Wi-Fi Calling (“Primary Address”). If such address changes, either temporarily or permanently, Customer shall register the new address with T-Mobile. T-Mobile assumes no responsibility for securing the Primary Address. When Users use Wi-Fi Calling Service away from the Primary Address, T-Mobile 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.

1. **T-Mobile HotSpot Service.** In the event that Customer uses or purchases the T-Mobile HotSpot Service, the T-Mobile HotSpot Terms and Conditions of Service, attached as Exhibit C to this Agreement, shall apply to Customer and any Master Account User.
2. **Easy Order Form and Agreement.** If Customer intends to submit orders to T-Mobile through T-Mobile’s EasyOrder Process, Customer is required to complete and sign the EasyOrder Request Form and Agreement included in Exhibit D.
3. **EasyPay Terms and Conditions.** If Customer intends to pay its monthly invoices through T-Mobile’s EasyPay service, Customer is required to complete and sign the EasyPay Terms and Conditions included in Exhibit E.

**EXECUTED AS OF THE SECOND SIGNATURE DATE BELOW:**

|  |  |
| --- | --- |
| CUSTOMER NAME: |  |
| SIGNING PARTY (printed): |  |
| SIGNATURE: |  |
| TITLE: |  |
| DATE: |  |

**T-MOBILE USA, INC.**

By:

Its:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reviewed and Approved as to Form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

T-Mobile USA, Inc. Legal Dept.

**EXHIBIT A**

**SERVICE AND UNIT PRICING AND DISCOUNTS**

1. **Service Plans for the Master Account and Employee Accounts.** The rate plans, features, and pricing currently available to Customer for activation of each new line of Service for the Master Account and Employee Accounts shall be in accordance with the T-Mobile Corporate Customer Rate Plan List in effect on the date of activation of Service by each User. The T-Mobile Corporate Customer Rate Plan list does not include certain charges, including but not limited to, activation fees, taxes, E911 and Federal Universal Service Fund charges. If Customer opts in for pay-per-use-data Service, data usage will be charged on a pay-per-use basis unless data usage is included as part of a data plan that Customer is required to maintain with Customer’s Service, or unless such usage is otherwise provided by Customer’s rate plan or prepaid data pass. T-Mobile reserves the right to change the rate plans made available to new lines of Service or Units at any time in its sole discretion; provided however, that any rate plan selected by a User at the time of activation shall be honored by T-Mobile for the Fixed Term associated with that rate plan (unless a User modifies its rate plan or requests a change to another rate plan prior to the end of its Fixed Term). Unless Users have selected a promotional rate plan or accepted promotional Unit pricing,such User may, upon verbal or written notice to T-Mobile and payment of any applicable transfer fee assessed, change to another rate plan. Promotional rate plans may expire at any time.

**1.1 Enterprise Pooling Plans.** Customer acknowledges and agrees that an Enterprise Pooling Plan consists of a pool of voice minutes aggregated over a specified number of lines. An Enterprise Pooling Plan may only be activated under Customer’s Master Account. Additional lines of Service may be added under an Enterprise Pooling Plan at any time up to the maximum number of lines allowed under the selected plan at no additional charge. For each line of Service over the allowed plan maximum, an additional activation fee may apply in addition to a Recurring Monthly Service Charge (as defined below) for each line added. Customer acknowledges that each line of Service requires a Fixed Term and may be subject to an early cancellation fee if Customer does not complete the Fixed Term for each line of Service under the Enterprise Pooling Plan. Stand-alone data lines of Service may not be activated under any Enterprise Pooling Plan, and T-Mobile may transfer or terminate any such stand-alone data lines in its sole discretion, upon notice to Customer. Notwithstanding the above, a Master Account User may request a data plan as an add-on to an existing voice line of Service only.

**1.2 Aggregate Volume Discount.** The Aggregate Volume Discount provided hereunder shall be available to all Master and Employee Account Users. Each month, T-Mobile shall calculate the total recurring monthly Service charges incurred by Master and Employee Account Users, and shall provide the Aggregate Volume Discount indicated below on Master Account and Employee Account recurring monthly Service charges only. Overage, roaming, long distance, pay-per-use or data usage (other than recurring monthly data plan access charges), insurance, FlexPay charges, taxes, tariffs, and other government or regulatory fees and charges shall not be used to calculate the Aggregate Volume Discount, nor shall such charges be discounted. Unless Customer is an existing Customer that has already established a corporate discount node prior to execution of this Agreement, no User shall qualify for any Aggregate Volume Discount for the first sixty (60) days of this Agreement. Any Aggregate Volume Discount that Customer may qualify for hereunder shall be applied prior to calculation of taxes, tariffs, and other government or regulatory fees and charges on Customer’s monthly invoice. The Aggregate Volume Discount may not apply to certain rate plans. Any future services offered by T-Mobile to Customer that include a recurring monthly Service charge (including, but not limited to, T-Mobile Wireless Broadband) may be included in the Aggregate Volume Discount available to Customer, in T-Mobile’s sole discretion, upon notice to Customer.

|  |  |
| --- | --- |
| **Total Recurring Monthly Service Charges** | **Aggregate Volume Discount for Master Accounts and Employee Accounts and/or Individual Accounts** |
| $0-$249.99 | 0% |
| $250.00 to $9,999.99 | 8% |
| $10,000.00-$49,999.99 | 10% |
| $50,000.00-$199,999.99 | 12% |
| $200,000 + | 15% |

**1.3 Activation Fees.** A standard activation fee shall be charged to each Master and Employee Account User for activation of each line of Service; provided, however, that the activation fee shall not be charged for the initial lines of Service activated under any Enterprise Pooling Plan.

1. **Handset Pricing and Delivery for Master Account and Employee Accounts.** Users will be allowed to purchase Handsets and devices at the prices listed in the then current corporate customer equipment price list that is generally available to corporate and enterprise customers through T-Mobile’s Business Sales division on the date of order. By placing an order for T-Mobile Handsets and devices, Customer represents and warrants that such Handsets and devices are intended to be used only by Customer, its employees, and its employees’ immediate family members. Handsets and devices will be shipped F.O.B. via standard transportation to the address specified in the applicable User’s order within five (5) business days of receipt of such order. Delivery address must fall within T-Mobile’s licensed Service area.

**2.1 Handset Promotions and Discount.** T-Mobile’s Business Sales division may offer monthly or quarterly promotional Handset discounts to Master Account and/or Employee Account Users, in its sole discretion. Master Account Users not participating in a promotional Handset offer are eligible for a $40 discount on Handsets ordered for new lines of Service that have Fixed Terms of at least one (1) year. The $40 Handset discount shall be applied upon activation of the Master Account line of Service. The $40 Handset discount shall not be combined with any rebate or promotional pricing that is currently available for Handsets, however, a Master Account User may participate in any rebate program or promotional Handset pricing in lieu of receiving such fixed $40 Handset discount. Future Handsets offered by T-Mobile to Master Account Users may be included in the $40 Handset discount, in T-Mobile’s sole discretion, upon notice to Customer.

**EXHIBIT B**

**Affiliate Participation Agreement**

This Affiliate Participation Agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, is by and between T-Mobile USA, Inc., a Delaware corporation and its affiliates (“T-Mobile”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation (“Affiliate”).

Reference is made to that certain Master Corporate Services Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”) and T-Mobile, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Agreement”). Pursuant to the Agreement, T-Mobile and Customer agree to extend the rights and obligations under the Agreement, including all Unit and Service pricing, to Affiliate in consideration of Affiliate’s agreement herein to be bound to all of the terms and conditions of the Agreement. Customer and Affiliate are jointly and severally liable for all obligations incurred by Affiliate pursuant to the Agreement.

1. **Definition of Affiliate.** For purposes of this Affiliate Participation Agreement, "Affiliate" means any subsidiary, division, or related business entity that Customer has the authority to control or is controlled by Customer or is under common control by Customer and another business entity, as of the date hereof and from time to time. For the purposes of this definition, "control" shall mean the possession, directly or indirectly, of more than 50% of the equity securities or equity interests in such entity or the power to direct or cause the direction of the management and policies of such entity (whether through ownership of securities, partnership interests or other ownership interests, by contract, or otherwise).
2. **Affiliate Account.** Affiliate shall be billed for its own fees and charges, in accordance with the terms and conditions of the Agreement, and shall be billed separately from Customer and other Customer Affiliates, if any.
3. **Agreement Terms Applied to Affiliate.** For purposes of its own participation in accordance with this Affiliate Participation Agreement, the following defined terms in the Agreement shall apply to Affiliate and Affiliate’s employees as follows:

**“Customer”** shall meanAffiliate and Affiliate’s Master Account Users;

**“Employee Accounts”** shall mean Affiliate’s employees who receive separate Service in their own name under the individual liable Employee Advantage Program;

**“Master Accounts”** shall mean employees who receive Service under Affiliate’s corporate liable master account;

**“User(s)”** shall mean Affiliate’s Master and Employee Accounts (each a “User”).

All other defined terms in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

**EXECUTED as of the day and year first above written.**

|  |  |
| --- | --- |
| AFFILIATE NAME: |  |
| SIGNING PARTY (printed): |  |
| SIGNATURE: |  |
| TITLE: |  |

|  |  |
| --- | --- |
| CUSTOMER NAME: |  |
| SIGNING PARTY (printed): |  |
| SIGNATURE: |  |
| TITLE: |  |

T-MOBILE USA, INC.

By:

Its:

EXHIBIT C

T-MOBILE HOTSPOT SERVICE TERMS AND CONDITIONS

T-Mobile provides wireless local area network communications services and related services and features (including use of a non –T-Mobile network, e.g. roaming) (collectively referred to as the “HotSpot Service”) for use with wireless local area network compatible devices (a “Unit” or “Device”). The HotSpot Service enables Users to access the Internet at certain designated locations. Each User must have a Unit or Device to access and use the HotSpot Service. The following additional terms and conditions apply to use of the HotSpot Service.

1. **Agreements Governing Use of HotSpot Service.** This Agreement and these T-Mobile HotSpot Terms and Conditions govern the use of the HotSpot Service.
2. **Changes to Terms of HotSpot Service Use.** T-Mobile may change the charges for the HotSpot Service at any time, upon notice to Customer. Customer may, upon receipt of such notice, terminate the HotSpot Service without incurring any early termination fee by following the termination instructions set forth in the notice. Failure to timely terminate the HotSpot Service according to such instructions (usually within 14 days after the date of the notice) shall mean that Customer agrees to such modification, and must pay any additional charges.
3. **HotSpot Service Availability.** A Device is required in order to use the HotSpot Service. Customer is not required to buy a Device from T-Mobile. Customer must ensure that its Devices are compatible with the HotSpot Service. Availability and performance of the HotSpot Service is subject to all memory, storage and other limitations in the Device. HotSpot Service is only available at designated T-Mobile HotSpot locations, and unless otherwise stated by T-Mobile on our website or in writing, is not available outside the U.S. HotSpot Service is available to Customer’s Devices only when such Devices are within the operating range of our system or of an operator with which we have an applicable roaming agreement (roaming may not be available with all plans). T-Mobile HotSpot locations and maps are subject to change at any time without notice. Actual HotSpot Service coverage, speeds, locations and quality may vary. HotSpot Service is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair, and may be interrupted, refused, limited or curtailed. T-Mobile is not responsible for data, messages or pages lost, not delivered, delayed or misdirected because of interruptions or performance issues with the HotSpot Service or communications services or networks (e.g., T-1 lines or the Internet). T-Mobile may impose credit, usage or HotSpot Service limits, suspend HotSpot Service, or block certain kinds of usage in T-Mobile’s sole discretion to protect users, our network or our business. Network speed is an estimate and is no indication of the speed at which User’s Device or the HotSpot Service sends or receives data. Actual network speed will vary based on Device configuration, compression, distance, network congestion, interference and other factors. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur. T-Mobile may, but does not have to, change or improve the HotSpot Service by, among other things, changing or upgrading the 802.11b/g standard.
4. **Use of HotSpot Service.** Unless otherwise set forth in writing, Customer is receiving a corporate account for use of the HotSpot Service by designated Customer employees, and is therefore responsible for assuring that all Users comply with the Agreement and these HotSpot Terms and Conditions to the same extent and with the same force and effect as if they were original parties hereto. Customer agrees not to resell or attempt to resell any aspect of the HotSpot Service, whether for profit or otherwise, share its IP addresses or ISP Internet connection, allow any employee to access the HotSpot Service simultaneously through multiple units or to authorize any other individual or entity to use the HotSpot Service. Customer agrees that sharing the HotSpot Service with another party breaches the Agreement and may constitute fraud or theft, for which T-Mobile reserves all rights and remedies. Customer has no proprietary or ownership rights to a specific IP or other address, log-in name, or password that it uses on our network. T-Mobile may change any such address, log-in name(s) or password(s) at any time. T-Mobile will assign an IP address each time a User accesses the HotSpot Service, and it will vary. Customer shall not program any other IP address into Devices. Users may not assign log-in names, passwords or IP addresses to any other person or Device. T-Mobile may access Devices and information stored on such Devices (such as drivers, software, etc.) to troubleshoot issues related to the Device or network; enable, operate and update the HotSpot Service and software; investigate activity that may be in violation of this Agreement; or to comply with law. Users shall not use or attempt to use the HotSpot Service, the T-Mobile network or website, or any Device for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to T-Mobile’s business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: (a) violating any applicable law or regulation; (b) posting or transmitting content Users do not have the right to post or transmit; (c) posting or transmitting content that infringes a third party’s trademark, patent, trade secret, copyright, publicity, privacy, or other right; (d) posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, abusive, harmful or otherwise objectionable as determined in T-Mobile’s sole discretion; (e) attempting to intercept, collect or store data about third parties without their knowledge or consent; (f) deleting, tampering with or revising any material posted by any other person or entity; (g) accessing, tampering with or using non-public areas of the HotSpot Service or any T-Mobile website or T-Mobile’s computer systems and network; (h) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (i) attempting to access or search the HotSpot Service or any T-Mobile network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by T-Mobile or other generally available third party web browser; (j) sending or attempting to send unsolicited messages, including without limitation, promotions or advertisements for products or services, “spam”, “chain mail” or “junk mail”; (k) using or attempting to use the HotSpot Service or the T-Mobile network or any T-Mobile website to send altered, deceptive or false source-identifying information; (l) attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the HotSpot Service, the T-Mobile network or any T-Mobile website; (m) interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a “virus” to the HotSpot Service, the T-Mobile network or any T-Mobile website, overloading, “flooding,” “spamming,” “crashing,” or “mailbombing” the HotSpot Service, the T-Mobile network or any T-Mobile website; (n) impersonating or misrepresenting an affiliation with any person or entity; (o) using the HotSpot Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes”, “Ponzi schemes”, unregistered sales of securities, and securities fraud; or (p) excessively high volume data transfers or bandwidth consumption, hosting of a web server, internet relay chat server or any other server, and non-traditional end user activities.

If T-Mobile suspects violations of any of the above, it may: (i) institute legal action; (ii) immediately, without prior notice, terminate the Agreement and/or the HotSpot Service; either with respect to Customer or any individual User account, and (iii) cooperate with law enforcement authorities in bringing legal proceedings against violators. Customer agrees to reasonably cooperate with T-Mobile in investigating suspected violations.

T-Mobile reserves the right to install, manage and operate one or more software, monitoring or other solutions designed to assist us in identifying and/or tracking activities that T-Mobile considers to be illegal or violations of these HotSpot Terms and Conditions, including but not limited to any of the activities described in this Section 4. T-Mobile may, but is not obligated to, in its sole discretion, and without notice, remove, block, filter or restrict by any means any materials or information (including but not limited to emails) that T-Mobile considers to be actual or potential violations of the restrictions set forth in these HotSpot Terms and Conditions, including but not limited to those activities described in this Section 4 and any other activities that may subject T-Mobile or its customers to harm or liability. T-Mobile disclaims any and all liability for any failure on its part to prevent such materials or information from being transmitted over the HotSpot Service and/or into Customer’s Devices.

1. **HotSpot Service Content Disclaimer: Cautions and Restrictions.** T-Mobile does not control, nor is T-Mobile responsible or liable for, data, content, services, or products (including software) that Users access, download, receive or buy via the HotSpot Service. The Internet may provide access to content that Customer considers harmful to minors, or otherwise offensive or inappropriate. If Customer wishes to limit access to such content, there are a number of commercially available products for Customer’s use. T-Mobile may, but does not have the obligation to, block information, transmissions or access to certain information, services, products or domains to protect T-Mobile, the T-Mobile network, the public or other T-Mobile users. Therefore, messages and other content may be deleted before delivery. The Internet contains unedited materials, some of which may be offensive to Users. T-Mobile is not a publisher of third-party content accessed through the HotSpot Service, and T-Mobile is not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the HotSpot Service. Customer and/or Users are responsible for paying all fees and charges of third party vendors whose sites, products or services Users access, buy or use via the HotSpot Service. If Users choose to use the Service to access web sites, services or content, or purchase products from third parties, Users’ personal information may be available to the third-party provider. How third parties handle and use personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not T-Mobile’s. T-Mobile has no responsibility for third party provider policies, or their compliance with them. If Customer and/or any User elects to download into any Device or otherwise enable any software, including any "client" designed to facilitate access of the HotSpot Service, Customer shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to Customer for viewing as part of the log-in process for the HotSpot Service.
2. **HotSpot Service Billing and Payment of Charges.** Charges may include, without limitation, monthly recurring charges for HotSpot Service and, if applicable, excess usage charges, airport and other surcharges, roaming fees, usage when a User is outside a designated local area, and additional features or services a User has or uses. Customer will be charged for HotSpot Service and other features on a monthly billing cycle basis. T-Mobile may change Customer's billing cycle at any time. Where roaming is available, additional fees (which may include access, airtime and/or megabyte charges) may apply. A User may be charged for data sent or received by any Device such User uses (including, without limitation, “free” software downloads, messaging, unsolicited information and advertisements), regardless of whether the data is requested, actually or completely delivered, received or stored. In some cases data packets will be resent to ensure complete delivery; Customer will be billed for these resent packets. Customer and each User understands that HotSpot Service connection (and billing) starts at the time a User logs on to the HotSpot Service and does not end until such User properly logs off and the network terminates the connection (after log off). If a User (a) does not properly log off, (b) leaves the coverage area during a session or (c) loses the connection for any reason, then billing will not terminate until at least several minutes after the connection is lost and Customer will be charged for this period. Some Devices, such as personal data assistants and other handheld devices, may require a User to remove the wireless card and turn off the Device in order to properly terminate the connection. A User should do so to ensure that the connection is terminated. Customer understands that if any User exceeds any applicable allotment of minutes or megabytes (“Mb”) under the selected rate or service plan, Customer will pay the per-minute and/or per-Mb overage fees applicable to the selected T-Mobile rate or service plan. Unused minutes, Mb’s, or other allocated services from any rate or service plans or features do not carry over to subsequent billing cycles. All minutes of use are billed in full minute increments; all Mb’s of use are billed in full Mb increments; any fraction of a minute or Mb of usage is rounded up and charged, or deducted from any allocated minutes or Mb’s, as a full minute or megabyte on a per session basis. Except as otherwise provided in this Agreement, monthly recurring charges are invoiced one billing cycle in advance and any portion of a monthly billing cycle is not prorated, but billed as a whole cycle. Any taxes, assessments, fees, costs or charges imposed on T-Mobile as a result of providing the HotSpot Service will be added to Customer’s charges and are subject to change or increase at any time without notice.

**If Customer believes any bill contains any incorrect charges for the HotSpot Service, Customer must notify T-Mobile of such disputed charges within sixty (60) days from the date the disputed charges are first billed or Customer waives the right to dispute such charges.** Contact T-Mobile HotSpot Customer Care at (877) 822-SPOT (7768) so that T-Mobile can review the account (Add-On Service Plan customers call (800) 937-8997). T-Mobile may require Customer to describe the dispute in writing. Any written communications concerning disputed amounts owed must be sent to: T-Mobile HotSpot Customer Care, P.O. Box 702727, Dallas, Texas 75370 (Add-On Service Plan customers see Section 9).

1. **Privacy and Security.** Wireless systems use radio channels to transmit voice and data communications over a complex network. Privacy cannot be guaranteed, and T-Mobile is not liable to Customer or any other party for any lack of privacy Customer or a User experiences while using the HotSpot Service. If Customer’s Users use the HotSpot Service in a public location, Customer understands that others may be able to see and observe a User’s use of the HotSpot Service. T-Mobile has the right, but not the obligation to monitor, intercept and disclose any transmissions over or using T-Mobile’s facilities, and to provide customer billing, account, or use records, and related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, **or other information, in good faith reliance on legal process, if required by law or to protect our rights, business, network, customers or property**). Please consult the T-Mobile Privacy Policy posted on our website [<http://www.t-mobile.com/info/legal/privacy.asp>] for additional information on the use and disclosure of information. Customer acknowledges that the HotSpot Service is not inherently secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the HotSpot Service, T-Mobile cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from Customer’s or a User’s use of the HotSpot Service or Devices. Customer acknowledges that Customer and Users are responsible for taking such precautions and providing such security measures best suited for each User’s situation and intended use of the HotSpot Service. T-Mobile strongly encourages and supports certain Customer-provided security solutions, such as virtual private networks, encryption and personal firewalls, but T-Mobile does not provide such security solutions to Customer or Users and T-Mobile is not responsible for their effectiveness. **Please consult the T-Mobile HotSpot Security Statement posted on our website [http://www.hotspot/t-mobile.com] for additional information concerning the security of the HotSpot Service on the T-Mobile network and steps Customer and Users can take to enhance security while using the HotSpot Service.** Customer agrees to protect usernames and passwords and Customer is responsible for any usage of its account(s). Customer agrees to immediately notify T-Mobile of any unauthorized use of Customer’s account(s) or other security breach. If Customer’s Users are roaming on another network, T-Mobile cannot guarantee the security of such network, the privacy of a User’s data or the ability of Customer’s or a User’s solution to work on such network. Customer is strongly encouraged to review the user policies applicable to any such roaming network, including those related to security and privacy, before commencing a roaming session.
2. **Indemnification.** Customer agrees to defend, indemnify and hold T-Mobile, any underlying carrier or network provider (including any carrier or network provider from which roaming services are provided or made available as part of the Service), and any T-Mobile Affiliates harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising out of Customer’s or a User’s use of the HotSpot Service or a Device or Customer’s or a User’s violation of the Agreement. Customer further agrees to pay T-Mobile’s reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims hereunder and those incurred in establishing the applicability of this Section.
3. **Add-On HotSpot Service Plan.** If Customer adds HotSpot Service to a qualifying voice or GPRS data plan (“Add-On HotSpot Service Plan”), the following applies to such User (in addition to the terms and conditions of this Agreement and the terms and conditions governing such voice or GPRS data rate plan). Such User must have an active qualifying voice or GPRS data plan to activate or maintain the Add-On HotSpot Service Plan. Charges for the Add-On HotSpot Service Plan will be on the applicable voice or GPRS data rate plan bill. Monthly recurring charges are invoiced one monthly billing cycle in arrears. Contact Customer Care at (800) 937-8997 or 611 from a T-Mobile phone for questions about the Add-On HotSpot Service Plan or applicable bill. Any written communications concerning disputed amounts owed must be sent to: T-Mobile Consumer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. Canceling the Add-On HotSpot Service Plan does not automatically terminate other T-Mobile services or service agreements, and such User will continue to be billed for those other services until they are properly terminated. **If a User is currently a HotSpot Service customer and such User purchases an Add-On HotSpot Service Plan, such User’s current HotSpot Service account(s) will not be cancelled automatically; the User must properly cancel by contacting T-Mobile and requesting that such HotSpot Service account be cancelled. If such User does not properly cancel the current HotSpot Service, such User will continue to be responsible for charges on all active accounts. If such User elects to cancel current HotSpot Service, such User will be responsible for all amounts owed including any early termination fees. Any prepaid amounts will not be credited. Add-On HotSpot Service Plan and HotSpot Service will automatically terminate if: a) such User’s voice or GPRS data rate plan is terminated or b) such User moves to a non-qualifying voice or GPRS data rate plan.**
4. **HotSpot Pricing.** The HotSpot Service rate plans and pricing available to Customer for Master Account Users shall be in accordance with the T-Mobile Corporate Customer HotSpot Rate Plan List that shall be provided to Customer upon request.
5. **Digital Millennium Copyright Act ("DMCA") Notice.** In operating the HotSpot Service, T-Mobile may act as a "services provider" (as defined in the DMCA) and offer services as an online provider of materials and links to third party web sites. As a result, third party materials that are not owned or controlled by T-Mobile may be transmitted, stored, accessed or otherwise made available using the HotSpot Service. If Customer or a User believes any material available via the HotSpot Service infringes a copyright, Customer or such User should notify T-Mobile using the notice procedure for claimed infringement under the DMCA. T-Mobile’s designated agent (the proper party for notice) to whom you should address infringement notices under the DMCA is Corporation Services Company, 1010 Union Ave. SE, Olympia, WA 98501. T-Mobile will respond expeditiously to remove or disable access to material T-Mobile determines may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the party who has allegedly infringed.

EXHIBIT D

Business Sales–BSA/MCSA EasyOrder Request Form

**T-Mobile Business Sales EasyOrder** is a streamlined, flexible ordering process for our Business Customers. EasyOrder is available for Business Liable (Master Account/Business Sales Amendment) orders ONLY.

1. Complete and sign this EasyOrder Request Form and Agreement and submit to your Business Sales Representative.
2. EasyOrder allows a Business Customer to submit orders via phone, email (excluding credit card orders), fax or in-person through your Business Sales Representative, without having to complete an order form. *(Business Customer should use Corporate Order Form as a guide for required order information.)*
3. Your Sales Representative or system generated auto response will follow up each order with an email including a summary of your order.

*\*Note: Individual Liable (Employee Account) Orders are not eligible for Easy Order. Individual Liable Orders should be placed using a Service Agreement, or via Extranet or Business Direct order process.*

**T-Mobile Business Sales Easy Order Request Information**

|  |
| --- |
| **BUSINESS ACCOUNT INFORMATION:** |
| Request Date |       |
| Company Name |       |
| Federal Tax ID No. |       |
| Authorized Corporate Purchaser |       |
| Title |       |
| T-Mobile Agreement (“Agreement”) | [ ]  Business Sales Amendment[ ]  Master Corporate Service Agreement (MCSA)[ ]  Amended T-Mobile Service Agreement |
| T-Mobile Agreement Date |  |
| Corporate Node (Corp ID) |       |
| BAN(s) - *Not required if Corporate Node noted* |       |
| Specific Customer Account Ordering Request(s): |       |

**Easy Order Agreement and Acknowledgements:**

**Customer wishes to activate additional lines from time to time pursuant to its Agreement with T-Mobile (as identified above). Customer, by signing below and submitting this Easy Order Request Form and Agreement to T-Mobile, hereby acknowledges that it has reviewed the terms and conditions of Customer’s Agreement with T-Mobile and agrees, on behalf of itself and all users, that any future lines activated by Customer pursuant to the Easy Order program shall be subject to the terms and conditions contained in the Agreement and this Easy Order Request Form and Agreement.**

**[ ]  2 YEAR FIXED TERM: -** Customer acknowledges that all Equipment and/or lines of Service purchased through this order form may require a two (2) year fixed term commitment by Customer and each Master Account User ("Fixed Term").  In the event that Customer or any Master Account User terminates service prior to the end of the Fixed Term, Customer may be subject to a $200 Early Termination Fee per number, in accordance with the terms of the T-Mobile Terms and Conditions of Service OR Amended Service Agreement, Business Sales Amendment, or Master Corporate Service Agreement previously executed between Customer & T-Mobile (if applicable).

**[ ] [ ]  PROCESS ACKNOWLEDGEMENT:** Customer may submit orders without a corporate order form via phone, email (excluding credit card orders), fax or in-person to T-Mobile’s Business Sales Representative. The Business Sales Representative or system generated auto response will verify Customer’s order via the Business Sales – Easy Order Form or e-mail including a summary of your order.

**[ ]**

[ ]  **PAYMENT ACKNOWLEDGEMENT:** Customer authorizes T-Mobile to charge the credit card(s) associated with each order in accordance with this Easy Order Request Form and Agreement.

**[ ]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Signature:**  |  | **Date:**  |  |

*\*Note: Original Signature by Customer is required to process.*

|  |
| --- |
| **BUSINESS SALES REPRESENTATIVE INFORMATION (To be completed by T-Mobile Sales Rep):** |
| Sales Agent Name |       |
| Sales Agent Code |       |
| Sales Agent Phone |       |

**EXHIBIT E**

**EasyPay Terms and Conditions**

**[ ]  AUTOMATIC MONTHLY PAYMENT TERMS & CONDITIONS (“EasyPay”):** By checking this box and signing below Customer authorizes T-Mobile to withdraw from Customer’s bank account or charge Customer’s credit/debit card for the monthly charges associated with Customer’s account. T-Mobile will withdraw funds or charge Customer’s card 3 days before the due date on Customer’s account. Customer may stop a withdrawal or charge by giving T-Mobile at least 3 business days notice before the scheduled date of withdrawal or charge. Customer has the right to receive notice of all varying transfers from Customer’s bank account. T-Mobile is not liable for losses of any kind as a result of an error in Customer’s account or a delayed transfer or charge. Customer must promptly notify T-Mobile in writing of any changes to Customer’s EasyPay information and T-Mobile’s only liability is to make appropriate changes after we receive Customer’s updated information. T-Mobile may change these EasyPay Terms and Conditions at any time by giving Customer notice by any means. EasyPay can be terminated with reasonable notice by either Party and all transactions before termination will be completed. Customer should check with its bank for any additional charges or fees. Call Customer Care at 1-800-937-8997 if you have any questions.

Please sign and date if Customer agrees to the above EasyPay Terms and Conditions.

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Authorized Corporate Purchaser Name Date