

Services purchased under this Agreement as of the Effective Date:

IOT:

Mobile Broadband:

1. Definitions:

1.1. **Authorized Use:** The use of the IoT and MBB Lines, as defined below, of Wireless Service that is permitted under this Agreement and set forth in a project attachment.

1.2. **Customer Product or Service:** Any Customer product or service, used in connection with the Authorized Use, that Customer directly sells, leases or otherwise provides to its End Users and in which Customer has Embedded IoT and/or MBB Lines purchased under this Agreement.

1.3 **Embedded:** An IoT or MBB Line is "Embedded" if it: (i) is used exclusively for machine-to-machine data transmissions, and (ii) is used only within the functionality of the Customer Product or Service.

1.4. **End User:** An entity or person using a Customer Product or Service. This Agreement specifically prohibits any resale, whether in a Customer Product or Service, or Wireless Service independent of a Customer Product or Service, to any federal, state, or local government End User unless specifically approved by Omnipoint Fixed Wireless. Should Omnipoint Fixed Wireless approve the foregoing, Omnipoint Fixed Wireless will not accept or be bound by any flow down provisions imposed by any federal, state, or local government End User.

1.5. **Equipment:** Wireless data modems, smartphones, tablets, or routers and ancillary accessories used with Wireless Service. All Equipment shall be provided by Customer unless otherwise provided for in an exhibit or attachment.

1.6. **IoT Line:** A line of Wireless Service used for a device to collect and send sensor/machine data between machines across a wireless area network without human intervention. Only month-to-month activations are permitted for IoT Lines under this Agreement unless otherwise provided for in a project attachment. All IoT Lines under this Agreement must be Embedded in a Customer Product or Service. IoT Lines cannot be resold independent of a Customer Product or Service. An IoT Line may also be referred to as a Machine-to-Machine ("M2M") Line in any exhibits attached hereto.

1.7. **Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.

1.8. **Line:** A line of Wireless Service that can be used for IoT and/or MBB service. MBB Lines must be provisioned on a separate Customer profile from IoT Lines since MBB Lines cannot reside on the same Customer profile that contain any other type of Wireless Service plans.

1.9. **Mobile Broadband ("MBB") Line:** A line of Wireless Service used for internet connectivity to support multiple types of applications, platforms, and services. Only month-to-month activations are permitted for MBB Lines under this Agreement unless otherwise provided for in a project attachment. MBB Lines under this Agreement must be Embedded in a Customer Product or Service

1.10. **Wireless Service:** Each and every radio service provided directly or indirectly by Omnipoint Fixed Wireless.

2. **Term of Agreement:** This Agreement will run for two years ("Initial Term") from the date it is executed by both Parties ("Effective Date"), and then continue on a month-to-month basis ("Extended Term") until one Party gives 30 days' prior Legal Notice to terminate it. "Term" means the Initial Term and the Extended Term. Upon termination of this Agreement, any active Lines will be terminated and Customer will be responsible for notifying any impacted End Users. If Customer is the terminating Party, Customer will be responsible for all accrued charges through date of termination, and any early termination fees, if applicable, due for each such terminated Line, unless otherwise indicated in the price plan. Termination of a Line requires 30 days' prior written notice.

3. Project Attachments; Authorized Use and Fraudulent Use:

3.1. Omnipoint Fixed Wireless shall provide Lines to Customer only under the terms and conditions set forth in this Agreement and in Project Attachment(s) attached hereto or signed by the Parties and added to this Agreement from time-to-time. Each Project Attachment shall include, among other terms and conditions, the pricing details and the Authorized Use of the Lines.

Notwithstanding anything to the contrary in this Agreement (including but not limited to in any exhibit or attachment hereto), a Line of Wireless Service cannot be used for voice services provisioned by Omnipoint Fixed Wireless under any plan hereunder for any reason. Any attempt by Customer to obtain a Line of Wireless Service under this Agreement used for voice services provisioned by Omnipoint Fixed Wireless shall be deemed a material breach of this Agreement.

3.2. **Use of Wireless Service for Remote Medical Monitoring/Unmanned Aerial Vehicles ("UAV") Prohibited:** Customer shall not use the Wireless Service for remote medical monitoring or UAV.

3.3. **Fraudulent or Unauthorized Use:** It is Customer's obligation to prevent (i) use of the Wireless Service by End Users and other third parties in violation of subsection 3.1 or 3.2; and (ii) fraudulent or other unauthorized use of the Wireless Service or mobile telephone number ("MTN"). Customer shall promptly notify Omnipoint Fixed Wireless in

writing if there is actual or suspected use of the Wireless Service in violation of this section. Customer shall be solely responsible for all risks, expenses and liabilities arising from or relating to fraudulent usage by Customer, End Users, or any other person utilizing lines of service provided hereunder.

4. Acknowledgment: Customer acknowledges and agrees:

- 4.1. that Omnipoint Fixed Wireless may at any time be engaged directly or indirectly, including through or in connection with products and services of its other customers, in soliciting actual or prospective customers for Wireless Service or other services, products or Equipment that could be the same as or similar to and compete with a Customer Product or Service;
- 4.2. that Customer shall not transfer Wireless Service from existing Omnipoint Fixed Wireless customers without Omnipoint Fixed Wireless's written pre-approval; and
- 4.3. that Customer has had the opportunity to independently investigate the Wireless Service for use in connection with the Customer Product or Service and the Authorized Use, and is not relying on any representation, guarantee, or statement of Omnipoint Fixed Wireless.

5. Equipment:

- 5.1. Omnipoint Fixed Wireless will not provide or sell Equipment to Customer hereunder, except as may be set forth in a separate exhibit or attachment.
- 5.2. **Equipment Requirements:** Customer shall ensure that all Equipment and applications utilized by its End Users in connection with the Wireless Service and each End User's use thereof shall at all times comply with the requirements outlined in Attachment A. Customer's failure to do so may cause Customer's transmissions to fail, be blocked or misrouted, use Wireless Service not intended by Customer and/or be subject to additional charges beyond those set forth in this Agreement. Customer hereby agrees to pay such additional charges. Omnipoint Fixed Wireless shall have no liability for Customer's Equipment or Customer's failure to maintain or meet requirements applicable to Customer's Equipment. Under no circumstances shall Omnipoint Fixed Wireless be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Customer or any End User.

6. Account Implementation: It may take up to 90 days to implement this Agreement or any modifications to this Agreement (including creating any custom pricing, options, features or applications). Omnipoint Fixed Wireless may need certain information from Customer to complete the implementation.

7. Mobile Telephone Numbers:

7.1. Forecasts

No forecast is required if Customer's Agreement is for less than a total of 1,000 Lines utilizing non-geographic numbers. If Customer's Agreement is for 1,000 Lines or more, Customer must provide a twelve (12) month forecast on a quarterly basis (Jan, April, July, and October).

7.2. Activation Process

- (a) Customer shall make all requests for assignment of non-geographic MTNs. Customer MTN activation and change requests will be assigned the next available non-geographic number from Omnipoint Fixed Wireless's number inventory system.
- (b) Omnipoint Fixed Wireless's obligation to provide MTNs is subject to: (i) the availability of MTNs and the capacity of the Omnipoint Fixed Wireless network and systems; and (ii) reasonable delays if additional time is needed by Omnipoint Fixed Wireless to comply with State or Federal MTN management requirements. Omnipoint Fixed Wireless shall have no liability for capacity limitations of the Omnipoint Fixed Wireless network or systems or MTN shortages and has no obligation to construct additional capacity in its network or systems.

7.3. MTN Inventory; Activation Process Modifications; Rights in MTNs

- (a) Omnipoint Fixed Wireless may, at any time upon written notice, modify the requirements of sections 7.1 and 7.2.
- (b) Customer shall utilize, a: (i) non-MTN solution (i.e., use of some identifier other than an MTN), as made available; or (ii) non-geographic numbering solution (e.g., 5XX numbers where the Numbering Plan Area ("NPA") begins with a "5" and there is no rate center associated with the MTN).
- (c) Customer cannot port their non-geographic MTNs to another carrier. Omnipoint Fixed Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, and regulatory or statutory law enforcement requirements. Customer shall bear the cost of reprogramming End User and Customer Equipment, systems, Customer Product or Service in connection therewith. Customer's failure to perform such reprogramming may adversely affect its ability to provide the Customer Product or Service, but Customer shall still be obligated to pay for the Lines and Wireless Service as provided in this Agreement.

7.4. Equipment Location. All Equipment activated on Lines at a fixed location must be located by Customer and End Users within the areas served by the Omnipoint Fixed Wireless owned and operated network in the United States. Equipment activated on Lines which are mobile may roam on the networks of Omnipoint Fixed Wireless's roaming

partners in the United States, and, if permitted by a custom plan, other countries, but must be primarily used on Omnipoint Fixed Wireless's owned and operated networks in the United States. Equipment shall not be permanently located in the roaming area. Omnipoint Fixed Wireless reserves the right to terminate any Lines that are not primarily used on Omnipoint Fixed Wireless's owned and operated network.

7.5. Equipment on Terminated Lines

(a) When a Customer Line is terminated, Customer shall ensure that the Equipment that was activated on that Line ("Terminated Equipment") does not register or attempt to register on the Omnipoint Fixed Wireless network, which may be accomplished by taking the following steps: (i) ensuring the Terminated Equipment is and remains powered off; (ii) replacing the Terminated Equipment SIM card with a different carrier's SIM card, or if the SIM is embedded, provision such SIM card on a different carrier's profile; or (iii) using a device application to deactivate the cellular modem on the Terminated Equipment. Customer shall immediately inform Omnipoint Fixed Wireless of all Lines and Equipment that are terminated. If Terminated Equipment continues to attempt to register on the Omnipoint Fixed Wireless network, (i) Customer will incur and shall pay additional charges and fees; and (ii) if Customer fails to prevent Terminated Equipment from attempting to register within 30 days after notice from Omnipoint Fixed Wireless, Omnipoint Fixed Wireless shall have the right to charge Customer and Customer shall pay a \$25.00 fee per month for each unit of Terminated Equipment until the failure is corrected.

(b) Omnipoint Fixed Wireless shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or Preferred Roaming List ("PRL") designed to disable Terminated Equipment to prevent attempts to contact the Omnipoint Fixed Wireless network.

8. Customer's End User Support for Embedded Lines: Customer shall be solely responsible, at its own cost, for providing End User customer and technical support, including handling all issues with respect to the Customer Product or Service and wireless connectivity, billing, collection, complaints, Equipment procurement and related issues, and customer service. Omnipoint Fixed Wireless shall not support End Users in any manner.

9. Purchases by Customer's Point of Contact; Method of Provisioning and Customer-Care Requests: Customer must identify who in its company is authorized to purchase Wireless Service under this Agreement and to act on its behalf ("Points of Contact"). Unless Customer otherwise notifies Omnipoint Fixed Wireless in writing, these Points of Contact will have full authority to handle all matters related to this Agreement. The person signing this Agreement shall automatically be designated as a Point of Contact. Customer is responsible for the actions and inactions of any designated Points of Contact, including any orders and other transactions (including those that are erroneous or fraudulent) processed, performed or authorized by Customer's Points of Contact. Customer can designate a third party to act as its Point of Contact as long as Customer signs Omnipoint Fixed Wireless's letter of agency naming the third party and indicating its scope of authority. All ordering/provisioning of Equipment, if applicable, or Wireless Service, as well as customer-service requests to Omnipoint Fixed Wireless, must be done electronically via ThingSpace Manage (Omnipoint Fixed Wireless's current online platform) or other online platform or API as designated by Omnipoint Fixed Wireless.

10. Use with Customer Product or Service Required: IoT and/or MBB Lines purchased by Customer that will be used with a Customer Product or Service must be Embedded in the Customer Product or Service and must be consistent with the Authorized Use. Customer shall not provide or disclose the cost of Wireless Service to End Users independent of the Customer Product or Service. Except upon written agreement between the Parties, third parties (including affiliates, agents, contractors or contract employees, and franchisees of Customer) may not purchase Wireless Service under this Agreement. Customer may not: (i) characterize the Embedded IoT and/or MBB Lines in Customer's Product or Service as the sale, resale or provision of Wireless Service; or (ii) charge End Users separately for the Embedded IoT and/or MBB Lines in such Customer Product and Service.

11. Customer Billing and Payments:

11.1. Monthly Bills: Customer's bills will be available, on a monthly basis, through an online portal. Printed paper bills will not be provided. Customer is responsible for all fees, charges, Taxes, and Surcharges for purchases under this Agreement. Monthly access fees and feature charges are generally billed in advance, and airtime overage and other usage charges are billed in arrears. Monthly billing cycles vary and may not correspond to calendar months. Omnipoint Fixed Wireless may provide billing for third-parties, and charges for third-party services and applications that Customer purchases from them will appear on Customer's bill. Customer has the option, at no cost, to block or restrict access to third-party services or applications that may be charged on Customer's bill.

11.2. Payment Terms: Customer is required to pay undisputed charges within 30 days of the date of each bill. Omnipoint Fixed Wireless will charge a late fee on past due amounts, to the extent permitted by the law of the state where Customer is billed, of 1½% per month or \$5.00 per month, whichever is greater. If payment is returned by a bank for any reason, Omnipoint Fixed Wireless will charge Customer a reasonable fee not to exceed \$25.00.

11.3. Disputed Charges: Customer must dispute any charges within 180 days from the due date of the bill by providing written notice to Omnipoint Fixed Wireless, including the date of the bill, the disputed amount, the reason for

the dispute, and any supporting documentation. The Parties will make a good faith effort to reconcile the dispute within 60 days of the date of notice. If both Parties cannot reach an agreement in that time, either Party may invoke the "Dispute Resolution" process described below.

11.4. Failure to Pay: If Customer fails either to make a payment on time or to dispute charges as required, Omnipoint Fixed Wireless may send Customer's account to a third party for collection, Omnipoint Fixed Wireless will charge a collection fee not to exceed 18% of the principal balance. Omnipoint Fixed Wireless may require Customer to provide a deposit to secure payments under this Agreement. Such a deposit shall not relieve Customer of its obligation to make future payments and shall only bear interest if required by law.

12. Taxes, Surcharges and Exemptions: If Omnipoint Fixed Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Omnipoint Fixed Wireless will bill Customer for those Taxes. Omnipoint Fixed Wireless may also bill a surcharge to defray the costs of governmental or administrative obligations (a "Surcharge"). Taxes and Surcharges, and what's included, may change from time to time. If Customer provides Omnipoint Fixed Wireless with an official Tax exemption certificate or with other evidence of exemption Omnipoint Fixed Wireless finds acceptable, then Omnipoint Fixed Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks that Omnipoint Fixed Wireless apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and penalties. Omnipoint Fixed Wireless does not issue credits for Taxes billed before Omnipoint Fixed Wireless receives evidence of exemption.

13. DISCLAIMER OF WARRANTIES: OMNIPOINT FIXED WIRELESS MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH CUSTOMER PROVIDED EQUIPMENT OR CUSTOMER PRODUCT OR SERVICE OR INDEPENDENT OF A CUSTOMER PRODUCT OR SERVICE WITH RESPECT TO OMNIPOINT FIXED WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT PURCHASED UNDER THIS AGREEMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER.

14. LIMITATION OF LIABILITY: OMNIPOINT FIXED WIRELESS WILL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER:

(a) IF CHANGES IN THE WIRELESS SERVICE OR IN THE OMNIPOINT FIXED WIRELESS NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY CUSTOMER TO END USERS IN CONJUNCTION WITH THEIR USE OF THE CUSTOMER PRODUCT OR SERVICE OR INDEPENDENT OF THE CUSTOMER PRODUCT OR SERVICE.

(b) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (i) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE; (ii) FAILURES OR DEFECTS IN THE OMNIPOINT FIXED WIRELESS NETWORK OR SYSTEMS; (iii) USE OF THE CUSTOMER PRODUCT OR SERVICE OR CUSTOMER'S EQUIPMENT OR USE OF THE WIRELESS SERVICE INDEPENDENT OF THE CUSTOMER PRODUCT OR SERVICE; OR (iv) DISABLING OF EQUIPMENT PURSUANT TO SECTION 7.5(b).

(c) FOR CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL OMNIPOINT FIXED WIRELESS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

15. LIMITATION OF DAMAGES: OMNIPOINT FIXED WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ANY END USER, OR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

16. NO THIRD PARTY BENEFICIARY: The Parties agree that this Agreement is not for the benefit of any third party.

17. Customer Indemnification:

17.1. Customer Indemnity: Omnipoint Fixed Wireless shall not be liable for, and Customer shall defend, indemnify, hold harmless and forever discharge Omnipoint Fixed Wireless from, all damages (including personal injury or death and damage to property), claims, actions, losses, liabilities and other expenses (including reasonable attorneys' fees), regardless of the time when they occur, that arise out of any action brought by an End User or other third party in connection with (i) its or Customer's use of Wireless Service or the Customer Product or Service (used independently or in conjunction with the Wireless Service) or any Equipment or software used in conjunction

therewith; (ii) any disabling of Equipment by Omnipoint Fixed Wireless pursuant to section 7.5(b); or (iii) any breach or violation of this Agreement by Customer.

17.2. Notice and Defense: Omnipoint Fixed Wireless shall: (i) provide Customer with prompt Legal Notice of the claim; (ii) allow Customer to control the defense and settlement of the claim, provided that Customer shall not agree to any injunctive relief or settlement that obligates Omnipoint Fixed Wireless to perform any obligation, make an admission of guilt, fault or culpability, or incur any expense, without Omnipoint Fixed Wireless's prior written consent; (iii) have the right to obtain its own counsel at its own expense; and (iv) provide reasonable cooperation to Customer.

18. Deposit and Insurance: Customer shall provide the deposit and obtain and maintain the policies of insurance as required by the terms and conditions set forth in Attachment B.

19. Omnipoint Fixed Wireless Private Network: Customer shall comply with the requirements set forth in Attachment C, Omnipoint Fixed Wireless "Private Network Service Attachment." IoT Lines and MBB Lines must reside on separate private networks.

20. Customer's Records and Audit:

20.1. Audit: Within 30 days after written request from Omnipoint Fixed Wireless, Customer shall provide photocopies of business records evidencing Customer's compliance with its obligations pursuant to this Agreement that Omnipoint Fixed Wireless may reasonably request, such as records verifying the manner in which Customer uses the Wireless Service. Omnipoint Fixed Wireless shall not exercise its audit rights more than once per calendar year, unless Omnipoint Fixed Wireless reasonably believes that Customer is violating the terms of this Agreement.

20.2. Violation of Authorized Use: If Omnipoint Fixed Wireless determines that Lines have been used in a manner not permitted by the Authorized Use and Customer fails to cure such violation within 30 days following Legal Notice informing Customer of such violation, then, in addition to such other rights as Omnipoint Fixed Wireless may have under this Agreement or at law or in equity, Omnipoint Fixed Wireless shall have the following rights:

- (a) to suspend or terminate such Lines upon notice to Customer;
- (b) to retroactively bill Customer charges for such Lines at Omnipoint Fixed Wireless's standard non-discounted rates for that type of usage. Such charges must be paid by Customer within 30 days of the date of Omnipoint Fixed Wireless's bill; and
- (c) if Customer continues using Lines other than for the Authorized Use, Omnipoint Fixed Wireless may deny activation to new Lines or may terminate this Agreement and any or all Lines.

21. Dispute Resolution: If there is a dispute that arises under or relates to this Agreement, the Parties agree to meet to attempt to resolve the matter within 30 days of the date when one of the Parties gives written notice informing the other of such a dispute. If the dispute is not resolved, the Parties agree to arbitrate the dispute. If a court rules that this arbitration requirement is unenforceable, or if a court proceeding is allowed instead of arbitration, the Parties agree to waive a jury trial. The Parties agree that (a) the Federal Arbitration Act, 9 USC §§1-16, as amended, shall govern this provision; (b) any arbitration shall be held before an independent arbitrator, governed and administered by JAMS in accordance with its Comprehensive Rules and Procedures or Streamlined Arbitration Rules and Procedures, as applicable; (c) the arbitrator shall issue a written opinion giving the reasons for any award; (d) the award shall be binding on both Parties with no right of appeal; and (e) no arbitration can be on a class basis or be joined or consolidated with another arbitration. If the prohibition in subsection (e) is found to be unenforceable, then neither of us shall be required to arbitrate. The arbitration requirements of this section will not apply if either Party faces an unauthorized disclosure of Confidential Information or an infringement of intellectual property, in which case either Party may seek preliminary and final injunctive relief.

22. Compliance with Laws: Customer shall comply with all federal, state and local laws, treaties, rules, regulations and ordinances applicable to the Customer Product or Service including (i) all Federal Communications Commission rules and regulations; (ii) all privacy and security requirements, including those, if applicable, pertaining to medical devices or location-based services; and (iii) all consumer protection rules and regulations. Customer agrees that it shall not seek any regulatory determination or decision relating to the medical applications and medical devices that may impose any legal obligations or restrictions on Omnipoint Fixed Wireless.

23. Security Requirements:

23.1. Customer will use commercially reasonable security practices to secure devices that connect to the Omnipoint Fixed Wireless network. In particular, Customer shall ensure the following requirements are met:

- a) Change default passwords for router administration credentials. Password should follow a corporate standard that defines minimum number of character, type and number of characters required, and timeframe for expiration.
- b) Do not use the same password on more than one device. Passwords must be unique.
- c) Log out of admin interface when finished with tasks. Do not leave open the admin interface when not in use.

- d) Disable remote management on the router if not needed. If remote admin is needed, restrict access to only known IP addresses.
- e) For administration of the router, use SSL or SSH whenever possible instead of plain unencrypted access.
- f) Monitor for suspicious activity using device logging and status information.
- g) Keep firmware up to date to ensure security fixes/ patches are recent.
- h) Isolate LAN or any other network that do not need to communicate together if applicable.
- i) Limit access to the device to only those who require it.
- j) Disable any protocols or features that are not in use to reduce visibility to attacks such as; restricting setting like DHCP, ping, trace route, telnet, disabling WPS, wired or wireless ports that are not in use and disabling any file sharing, NAS or USB ports/ options.
- k) Ports in use should use 802.1x or MAC authentication to prevent unauthorized devices to connect to the network.
- l) Maintain backups of device configurations.
- m) Change default SSID to a name the does not easily identify the device, company, brand, or location of the device.
- n) Use the strongest wireless encryption supported by device. Avoid using no encryption or WEP.

24. Confidential Information:

24.1. Use and Disclosure: "Confidential Information" is anything concerning the disclosing Party's business, customers, products, services, trade secrets and personnel, which the disclosing Party labeled or designated as confidential. Customer must treat any custom pricing and the terms of this Agreement as Confidential Information. If either Party gives Confidential Information to the other Party, the receiving Party will keep it confidential for the Term of this Agreement and then for an additional two years. Either Party may use Confidential Information for any purpose related to the performance of this Agreement. Omnipoint Fixed Wireless may share Confidential Information with its affiliates (together with Omnipoint Fixed Wireless, the "Omnipoint Fixed Companies") solely for the purpose of offering Customer current and future products and services available from the Omnipoint Fixed Companies.

24.2. General Exclusions: These restrictions do not apply to information that (i) is or becomes publicly available through no act or omission of the receiving Party; (ii) was already in the lawful possession of the receiving Party without an obligation of confidentiality; (iii) is lawfully disclosed to the receiving Party by a third party without restriction; (iv) is required to be disclosed by subpoena or other legal process; or (v) is independently developed without reference to the Confidential Information. Omnipoint Fixed Wireless shall not be deemed to have received Confidential Information of Customer solely because Customer receives, transmits, obtains or otherwise exchanges such information through the use of the Wireless Service, or a Omnipoint Fixed Wireless service to Customer involves the hosting, transport or other similar handling of such information.

25. Location Based Services ("LBS") Policy: Customer will comply with the LBS Policy, as set forth in Attachment D, with regard to location based services offered, provided, distributed, operated and maintained by Customer.

26. Marks:

26.1. Customer acknowledges that the Omnipoint Fixed Wireless-owned and/or licensed name(s), trademarks, and service marks ("Omnipoint Fixed Wireless Marks") are the sole property of Omnipoint Fixed Wireless and/or its parents or affiliates, and are good, valid, and enforceable in law and equity. Customer shall not challenge or assist in challenging the validity of registrations thereof, or engage in any activities or commit any acts, directly or indirectly, which may contest, dispute or otherwise impair the right, title and interest of Omnipoint Fixed Wireless or its parents or affiliates therein. Customer neither has nor shall acquire, any right, title or interest in or to the Omnipoint Fixed Wireless Marks.

26.2. Customer shall not use any of the Omnipoint Fixed Wireless Marks, or any language from which the Omnipoint Fixed Wireless Marks may be inferred or implied, for any reason unless Omnipoint Fixed Wireless has expressly approved such usage in writing in advance. Any unauthorized direct or implied use of the Omnipoint Fixed Wireless Marks by Customer shall be a material breach of this Agreement and shall constitute an infringement of the Omnipoint Fixed Wireless Marks.

27. No Agency: The Parties are independent contractors. Neither Party is authorized to act as an agent for or legal representative of the other Party.

28. Wireless Service Availability: Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Omnipoint Fixed Wireless's network. In some areas, Wireless Service may be provided by a third party roaming carrier, subject to our agreements with such carriers. Data service on these roaming carriers' networks may be limited

or slowed. Third party roaming carriers are not Omnipoint Fixed Wireless affiliates or subcontractors and Omnipoint Fixed Wireless bears no liability for their network, acts or omissions.

29. Enhancement of Wireless Service: Customer must obtain Omnipoint Fixed Wireless's prior approval and execute a written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service.

30. Assignment; Transfer of Lines: Either Party may assign this Agreement without the other Party's consent if the prospective assignee (i) is financially able to perform under this Agreement; (ii) agrees in writing to assume and fully perform all the duties and obligations of the assigning Party; and (iii) is either an entity that controls, is controlled by or is under common control with the assigning Party, or is a successor in interest to all or substantially all of the assigning Party's assets. Any other assignment requires the Parties' prior written consent. Both Parties agree that this Agreement shall be for the benefit of and binding on their respective successors and assigns. Lines cannot be transferred or assigned to a third party without Omnipoint Fixed Wireless's prior written consent.

31. Suspension: Omnipoint Fixed Wireless may deny any new Line activations and/or suspend or terminate Wireless Service upon notice, if: (i) Customer fails to pay any charges when due; (ii) Customer uses the Wireless Service or Equipment in a manner prohibited by the terms of the applicable plan, option, feature or application; (iii) Customer breaches the Agreement; (iv) Customer uses the Wireless Service or Lines for any illegal, improper or fraudulent purpose (including "spamming" or other abusive messaging or calling; violating trade and economic sanctions and prohibitions promulgated by any US governmental agency); (v) Customer uses, abuses or misuses Omnipoint Fixed Wireless's network in a manner that has an adverse impact on Omnipoint Fixed Wireless's network, operations or customers; (vi) Customer or any user of Customer's Equipment or any Point of Contact on its account provides false information relating to Customer's account or (vii) Customer or any Points of Contact on Customer's account engages in fraudulent, threatening or harassing activities when using Omnipoint Fixed Wireless's Wireless Service or interacting with Omnipoint Fixed Wireless representatives. Omnipoint Fixed Wireless can also temporarily limit Customer's Wireless Service for any operational or governmental reason.

32. Termination of Agreement: Except as otherwise expressly stated in this Agreement, either Party may terminate this Agreement upon 90 days' prior Legal Notice to the other Party for any reason or for default if (i) the defaulting Party fails to comply with any material term, condition, or obligation of this Agreement; (ii) the non-defaulting Party provides Legal Notice to the defaulting Party specifying the default; and (iii) the defaulting Party fails to cure such default within 30 days after receipt of such notice. If the defaulting Party has commenced to cure the default but it cannot reasonably be cured within the 30-day period, then the Parties may, in good faith, agree to a reasonable extension of time as may be needed to complete the cure. Further, Omnipoint Fixed Wireless shall have the right to terminate this Agreement, without providing an opportunity to cure, by providing five days' notice to Customer (or, in exigent circumstances, no notice) if Omnipoint Fixed Wireless has a good-faith belief that termination is necessary to (i) prevent, mitigate, or eliminate fraud; (ii) protect Omnipoint Fixed Wireless's personnel, Omnipoint Fixed Wireless' network, or Omnipoint Fixed Wireless's property, or (iii) comply with a law or a regulation. In all cases, Customer shall be responsible for (i) all charges on each terminated Line up to and including the date of termination; and (ii) any applicable early termination fees otherwise payable for each terminated Line. Notwithstanding the foregoing, Customer must take immediate action to cure a default based on (a) a violation of any Federal Communications Commission spectrum license held by Omnipoint Fixed Wireless or any of its affiliates in the Wireless Service area; (b) failure to certify or re-certify Equipment as required by section 5.2 and Attachment A; or (c) Customer's failure to make payments under this Agreement.

33. Force Majeure: Any failure of Omnipoint Fixed Wireless to perform hereunder shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, sanction, embargo, act of God, strike or other labor disturbance, fire, terrorism, riot, war, epidemic, or any other causes beyond Omnipoint Fixed Wireless's reasonable control.

34. Notices: Omnipoint Fixed Wireless will provide notices or other communications related to Customer's use of the Equipment, Wireless Service or Customer Product or Service via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail, hand delivery, or express courier to the receiving Party's address on the cover page of this Agreement and will be deemed effective upon delivery or refusal.

35. Governing Law; Venue; Jurisdiction: Both Parties agree that the laws of the State of Massachusetts shall govern the validity, construction and performance of this Agreement, subject to the provisions of the Dispute Resolution section above, and without reference to Massachusetts's conflict of laws or other rules that would require the application of the

laws of another jurisdiction. Each Party submits to personal jurisdiction exclusively in Hampden County, Massachusetts, and waives all objections to a Hampden County, Massachusetts venue.

36. Waiver; Severability; Survival: No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

37. Customer Consent to Use Customer Proprietary Network Information (Not Applicable to Arizona Customers): Omnipoint Fixed Wireless wants to offer Customer customized solutions to support Customer's business needs. To facilitate this, Customer consents to the use and sharing of Customer Proprietary Network Information ("CPNI") within the Omnipoint Fixed family of affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Omnipoint Fixed products and services. Omnipoint Fixed protects the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of Customer's subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. Customer has the right to refuse this consent, and doing so will not affect any existing Services. Customer may withdraw or limit its consent at any time via email at cpni-notices@Omnipoint Fixed.com and consent remains valid until updated by Customer.

38. Counterparts; Electronic Signature; and Admissibility of Copies: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument notwithstanding that all Parties are not signatories to each counterpart. An electronic or facsimile copy of the manually and/or electronically signed Agreement shall be deemed, and shall have the same legal effect as, an original document. The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such party to this Agreement.

39. Entire Agreement: This Agreement, and any attachments, and the terms and conditions of any Equipment, plans, options, features and applications (collectively, "Service Offerings") selected by Customer, constitute the entire agreement between the Parties with respect to the subject matter herein. This Agreement takes precedence over any conflicting terms and conditions of a Service Offering, except for terms and conditions that apply specifically to the Service Offering. Except for the incorporation by reference of the terms and conditions of Service Offerings purchased by Customer, this Agreement shall not be amended or modified, including by a purchase order, unless agreed to by both Parties in writing. This Agreement supersedes all prior agreements for the provision of Embedded IoT and/or MBB Lines of Wireless Service between Customer and Omnipoint Fixed Wireless. This Agreement applies to any device or product and service that we may give you on a trial basis.

All Customer Equipment shall comply with the following requirements.

1. The Equipment shall meet all industry standards and technical requirements for compatibility.

2. The Equipment shall be Certified, as defined below, by Omnipoint Fixed Wireless for use on its network according to its specifications, which Omnipoint Fixed Wireless may change from time to time.

(a) If Customer Equipment is not certified, Omnipoint Fixed Wireless shall work with Customer's designated vendors to select a device that has already been certified by Omnipoint Fixed Wireless through its Open Development ("OD") Certification Process ("Certified Devices") or to determine if the Equipment can be Certified. If device certification is required, Customer shall review the certification requirements on the OD portal or contact Omnipoint Fixed Wireless's authorized third party lab for Equipment testing prior to certification. Any fees or costs charged by the authorized third party lab shall be borne by Customer.

(b) Before Customer makes any modifications to previously Certified Devices, Customer shall review such modifications with their Omnipoint Fixed Wireless OD Device manager. Customer may be required to resubmit the modified Certified Device for re-certification in accordance with the OD Certification Process. Customer shall be responsible for any fees or costs charged by its designated authorized third party lab.

(c) If Omnipoint Fixed Wireless does not re-certify the Certified Devices by the end of the certification period or after modification, if applicable, Omnipoint Fixed Wireless will not activate additional devices on the Omnipoint Fixed Wireless network.

(d) IN CERTIFYING EQUIPMENT PURSUANT TO THE AGREEMENT, OMNIPOINT FIXED WIRELESS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, NON-INFRINGEMENT, CONDITION OR QUALITY OF THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ALL WARRANTIES.

(e) For purposes of the Agreement, "Certified" means that a sample of a particular model of Equipment has been evaluated in accordance with the Omnipoint Fixed Wireless Equipment testing process or the OD Certification process and the model represented by such sample has been determined to be acceptable for use on the Omnipoint Fixed Wireless network. Certified does not mean that Omnipoint Fixed Wireless has made any determinations as to the call quality or other functionality of such Equipment or in any way represents or warrants that such Equipment will operate: (i) without error on the Omnipoint Fixed Wireless network (including the network of any other carrier accessed while roaming or otherwise); (ii) on such network without periodic upgrades or modifications; or (iii) indefinitely on such network.

3. The Equipment shall:

(a) have a grant of certification under the FCC equipment authorization rules in 47 CFR Part 2;

(b) comply with all Cellular Telecommunications & Internet Association ("CTIA") guidelines for radio frequency ("RF") emissions and specific absorption rate ("SAR") level disclosure;

(c) be authenticatable in compliance with CTIA guidelines for random A-Key authentication as such guidelines may be amended from time-to-time.

4. In accordance with Omnipoint Fixed Wireless's Equipment Requirements and compliance test plan documents set forth at <https://opennetwork.OmnipointFixedwireless.com>, Customer shall ensure that all Equipment activated on the Omnipoint Fixed Wireless network is assigned a unique Equipment ID.

5. All Equipment supporting 4G and higher data transmission services must be compatible with Omnipoint Fixed Wireless's Over-the-Air ("OTA") parameter administration ("OTAPA") and Omnipoint Fixed Wireless's OTA service provisioning ("OTASP"), to allow remote configuration of services, including service activation and access on the Omnipoint Fixed network and Omnipoint Fixed Wireless's roaming partners' network(s). All Equipment utilizing LTE or 5G for IoT transmission must be compatible with Omnipoint Fixed Wireless's OTA device management ("OTADM") or Lightweight M2M ("LWM2M") protocol, as applicable, which allows Customer to remotely manage such Equipment in the field and also allows for firmware updates, enabling of services, and application of configuration updates to Customer's Equipment. Customer is responsible for (i) ensuring the latest original equipment manufacturer ("OEM") firmware including adequate security, to prevent the Equipment and any information contained on the Equipment, from unauthorized access, use, destruction, modification or disclosure, and (ii) any data usage charges associated with an OTA security or firmware upgrade. Customer must utilize a firmware over-the-air ("FOTA") service that allows Customer to provide network and radio layer updates to Customer's Equipment. Equipment purchased from Omnipoint Fixed Wireless typically supports Omnipoint Fixed Wireless's FOTA service which Customer may elect to subscribe to in order to manage FOTA updates. Subscribing to Omnipoint Fixed Wireless's FOTA service, where applicable, will enable Omnipoint Fixed Wireless to assist Customer in performing FOTA updates to Customer's Equipment, as necessary, to keep the Equipment functional on Omnipoint Fixed's network if Customer have no other means to update the Equipment firmware. Should Customer fail to comply with this section, Omnipoint Fixed Wireless will take any action necessary to protect its network, as indicated in section 7.5.