BEFORE THE
COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

DISH Wireless L.L.C. Application for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Massachusetts for the Limited Purpose of Providing Lifeline Service to Qualifying Customers	)))))))	D.T.C. Docket No. 23-1

RESPONSE TO THE SECOND SET OF INFORMATION REQUESTS
FROM THE DEPARTMENT OF TELECOMMUNICATIONS AND CABLE
BY DISH WIRELESS L.L.C. D/B/A GEN MOBILE

Pursuant to the Second Set of Information Requests from the Department of Telecommunications and Cable ("Department") for Information to DISH Wireless L.L.C. d/b/a Gen Mobile ("DISH Wireless") dated March 25, 2025 in the above-captioned matter, DISH Wireless files this response to Department Requests D.T.C. 2-1 through 2-26. Unless otherwise noted, Robert Yap, Senior Vice President of the Gen Mobile brand of DISH Wireless, is the sponsor to the answers to the Department Request and can vouch for the truth of the answer.

Requests

D.T.C. 2-1 State for the record if there are any changes to DISH's responses to the First Set of Information Requests issued on March 23, 2023.

DISH 2-1 Yes. Regarding D.T.C 1-3, DISH Wireless has been approved as an ETC to provide Lifeline services in Alabama, Arizona, California, Colorado, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. The Gen Mobile brand has a total of [redacted] Lifeline subscribers across these states as of 6/16/2025.

DT.C. 2-2 Describe DISH's plans for providing customer service in Massachusetts, including but not limited to:

A. DISH's internal standards for responding to and resolving customer inquiries and complaints (e.g., expected response times, manner of communication).

B. Whether DISH plans to use any artificial intelligence tool in its customer service operation.

C. The organization of DISH's customer service team for Lifeline related complaints including which areas of management are responsible for Massachusetts.

DISH 2-2 A. Gen Mobile's process for responding to and resolving customer inquiries and complaints are to review all inquiries and complaints that may be submitted through various channels, including Customer Care (via phone, email, or chatbox), third-party organizations, social media, and public review platforms. Once received, each complaint is recorded in the Company's internal tracker and notated in the customer's account. Gen Mobile conducts a detailed investigation to determine the nature of the issues by reviewing relevant materials such as account history, receipts, or photos. Based on these findings, Gen Mobile works to identify an appropriate resolution. A written response is then drafted, which includes acknowledgement of the customer's concern, a clear explanation of the situation, a proposed resolution and/or next steps, and contact information for further assistance. Responses are reviewed by the Company's legal team prior to being sent. Depending on the complexity, Gen Mobile aims to resolve inquiries/complaints within ten (10) business days.

B. Gen Mobile's website features a chatbox that allows customers to submit their contact information along with a detailed description of their request or issue. This tool functions solely as an intake mechanism. Once a submission is received during business hours, it is directed to a live customer service agent, who will

respond personally.

C. The Company has customer service teams that are available from 10:00 am – 8:30 pm ET. When customers in Massachusetts contact customer service, their inquiries and/or complaints will be directed to these customer service teams. Depending on the nature of the issue or concern, it will either be resolved at the customer service level, or the issue will be relayed to the Company's operations team at its headquarters in California.

D.T.C. 2-3 **Describe, in narrative form, the types of complaints DISH receives from Lifeline subscribers in other jurisdictions where it operates as an ETC and the company's procedures on how it handles each of these complaints.**

DISH 2-3 Gen Mobile receives a variety of customer complaints across different jurisdictions, including issues related to service interruptions, device problems, plan and account concerns, benefit transfers, and activation or cancellation requests.

D.T.C. 2-4 **Describe DISH's policy regarding customers returning equipment.**

DISH 2-4 Please see link to Gen Mobile's Return Policy: https://www.genmobile.com/pages/return-policy

D.T.C. 2-5 **State whether DISH will impose an activation fee, change fee, early termination fee, or any other service fee for any of its Lifeline services. Provide a detailed description of any such fee(s) and explain whether the same or similar fee is imposed on non-Lifeline subscribers.**

DISH 2-5 Gen Mobile charges an activation fee, however, at the request of the Department, will waive the activation fee for Lifeline customers in Massachusetts. Gen Mobile may also charge a service fee if a subscriber requests a phone number change more than twice or if the customer upgrades their plan. Subscribers are not subject to a change fee or an early termination fee.

D.T.C. 2-6 **State whether DISH's Lifeline subscribers incur roaming charges. If so:**

A. State whether Lifeline subscribers will be notified before they incur roaming charges;

B. State whether Lifeline subscribers can terminate the call before incurring such roaming charges;

C. Describe in narrative form how roaming charges will apply to DISH's Massachusetts Lifeline subscribers; and

D. State whether additional charges will be incurred for 911 calls made while roaming.

DISH 2-6 Gen Mobile subscribers are not subject to any domestic roaming charges as domestic roaming is not enabled. Also, some international roaming is available on upgraded plans but must be paid for in advance. Customers will not be charged for international roaming without notice and prepayment.

D.T.C. 2-7 Describe any free account management tools available to DISH's Lifeline subscribers in Massachusetts, including web applications.

DISH 2-7 Customers may either use myaccount.genmobile.com or download the MyGenMobile application as a free account management tool.

D.T.C. 2-8 Identify underserved Lifeline eligible groups DISH has identified in Massachusetts and any outreach plan for such groups.

DISH 2-8 Gen Mobile is targeting key underserved groups in Massachusetts for Lifeline services, focusing on individuals receiving assistance from government programs including but not limited to SNAP, Medicaid, SSI, FPHA, and Veteran's Pension and Survivors Benefit as well as those at or below 135% of the Federal Poverty Guidelines. Gen Mobile previously participated in the Affordable Connectivity Program and will rely on similar tactics to identify those communities. Gen Mobile has distributors, and field agents located in Massachusetts and will work with them to identify eligible customers.

D.T.C. 2-9 Provide copies of agreements with all underlying carriers upon which DISH will rely upon to provide prepaid wireless telecommunications services to Lifeline customers in Massachusetts.

DISH 2-9 See attached as Exhibit A. Pages 13-52 of Exhibit is highly confidential and not for public disclosure. DISH Wireless shall submit a redacted version and a confidential version as part of its response.

D.T.C 2-10 Describe how and when a Massachusetts Lifeline customer will be notified of any changes or updates to the applicable terms and conditions.

DISH 2-10 Subscribers will be primarily notified of any changes or updates to the applicable terms and conditions through text messaging.

D.T.C. 2-11 State if DISH has ever:

A. **Formally relinquished, or unilaterally abandoned, or withdrawn an ETC designation in any state or other jurisdiction;**

B. **Experienced dismissal (with or without prejudice) of an application or petition for ETC designation;**
C. **Had an ETC designation permanently revoked, rescinded, suspended, or otherwise "terminated" in any state or jurisdiction; and**
D. **Explain the reason(s) for and circumstances behind each such event or occurrence falling under the foregoing categories.**

DISH 2-11 A. As of this filing, DISH Wireless has not formally relinquished, withdrawn, or unilaterally abandoned an eligible telecommunications carrier (ETC) designation in any state or other jurisdiction.

B. Alaska, California, Montana, and Nevada.

C. No.

D. DISH Wireless has experienced dismissal either without prejudice or voluntarily, an application or petition for ETC designation in four (4) states: Alaska, California, Montana, and Nevada. Alaska was initially rejected without prejudice because there was limited network deployment in the state. Montana was initially denied because DISH Wireless had not yet constructed its own facilities in the state. Nevada was initially rejected without prejudice for missing certain administrative documents (e.g. fictitious business name certificate). However, DISH Wireless has since refiled in the foregoing states – three (3) of which have designated DISH as an ETC: Alaska, California, and Nevada.

D.T.C. 2-12 State whether the FCC, any state utilities commission, or any other government agency has, to date, rendered or entered a finding, criminal conviction (including plea agreements), or civil judgement (including money judgements) against DISH or its affiliates (or against the executives or managers of DISH or its affiliates). Provide a copy of any such finding, conviction, plea agreement, or civil judgement entered against DISH, its executives, or managers.

DISH 2-12 No.

D.T.C 2-13 State whether DISH has any ongoing litigation related to its Lifeline service in any state. Provide a summary and explanation or any such instance.

DISH 2-13 No.

D.T.C. 2-14 Provide a complete list of other DISH prepaid and Lifeline wireless brands.

DISH 2-14 Boost Mobile is the other DISH brand that provides prepaid plans. No other brands under DISH provides Lifeline except Gen Mobile.

D.T.C. 2-15 **State whether DISH is subject to any outstanding tax liabilities, late payments, or other liabilities due and owing to any government and/or quasi-public entities in any other jurisdictions. If so, provide complete and detailed documentation identifying the amounts owed and explaining the reasons for such arrears.**

DISH 2-15 As of this filing, DISH Wireless does not currently have any tax liabilities that are overdue or subject to late payment penalties. As is typical for businesses operating across multiple jurisdictions, there are a few ongoing tax assessments and audits in various states that we are actively monitoring and working to resolve. While this may result in some outstanding tax liabilities, the Company addresses these matters promptly and maintains compliance with all applicable tax obligations.

D.T.C. 2-16 **Provide a Certificate of Good Standing from DISH's state of incorporation.**

DISH 2-16 See attached as Exhibit B.

D.T.C. 2-17 **State how long it would take DISH to offer Lifeline service in Massachusetts from the date of approval if the Petition is granted by the Department.**

DISH 2-17 It would take approximately one (1) month from the date of approval and receipt of Study Area Code from the FCC/USAC to begin offering Lifeline services to Massachusetts residents.

D.T.C. 2-18 **Provide a list of countries that Lifeline subscribers can make calls to and, if applicable, the rate per minute for each of these countries.**

DISH 2-18 If a Lifeline subscriber purchases international calling or upgrades their plan with International Long Distance, Gen Mobile subscribers can use this link to see which countries are available for international calling and the applied rates: https://www.genmobile.com/pages/call-international-from-the-us.

D.T.C 2-19 **Elaborate, in detail, on how DISH's offerings are different from what is currently offered in Massachusetts at the present time.**

DISH 2-19 Gen Mobile's service offerings differ from what is currently available by providing enhanced network infrastructure, more generous data and voice allotments, hotspot availability, device compatibility, international calling and texting via upgrades, and high-quality customer service. For example, customers with DISH compatible devices will be able to use their phone on DISH's own network, as well as DISH's underlying partner carriers. This is due to DISH's agreements with its underlying carriers that allow customers to use different networks, maximizing coverage wherever customers are located in the state. .

D.T.C. 2-20 Provide a delineation, if possible, of where DISH will use AT&T's service versus T-Mobile's service.

DISH 2-20 During the activation period, if a subscriber is in a service area where all of our networks are available, the subscriber can choose its network as long as the device is compatible with the network. In service areas that does not have coverage for AT&T or T-Mobile, Gen Mobile will select the available network. Device compatibility also plays a factor if a subscriber brings their own device. The device may only be compatible with select network providers.

D.T.C. 2-21 Provide the most recent cellular coverage map, for:

a) DISH's own cellular facilities, and
b) DISH's underlying carriers.

DISH 2-21 See attached as Exhibit C. Exhibit C is highly confidential and not for public disclosure. DISH Wireless shall submit a redacted and confidential version as part of its response.

D.T.C. 2-22 Provide the most recent list of supplemental or "top-up" prepaid services available to DISH Lifeline customers including prices.

DISH 2-22 See attached as Exhibit D.

D.T.C. 2-23 Provide the model name of any equipment DISH expects to offer to Massachusetts Lifeline customers at no charge.

DISH 2-23 Gen Mobile does not always offer equipment at no cost to Massachusetts Lifeline customers. At times, Gen Mobile has offered a free option depending on availability including the Blu C5L Max and Hot Pepper Tepin. However, Gen Mobile does have a BYOD offer and offers customers the option of purchasing devices.

D.T.C. 2-24 Provide DISHs "Bring Your Own Device" (BYOD) policy for Massachusetts Lifeline customers.

DISH 2-24 If a Lifeline customer wishes to bring their own device, the device must be GSM network compatible, free of contract, and without an unpaid balance.

D.T.C. 2-25 Refer to the Petition at Page 4. DISH describes Gen Mobile as available in "10,000 retail establishments nationwide." Identify any major Gen Mobile

retail partnerships in Massachusetts and how many Massachusetts retailers can fulfill Gen Mobile refill requests.

DISH 2-25 Currently, Gen Mobile has retail partnerships through its distributors [redacted] There are a total of [redacted] retail locations across the state of Massachusetts where refill requests can be made.

D.T.C. 2-26 Provide a copy of DISH's most recent Massachusetts state 911 Department monthly surcharge fee submission form.

DISH 2-26 See attached as Exhibit E. Exhibit E is highly confidential and not for public disclosure. DISH Wireless shall submit a redacted and confidential version as part of its response.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

D.T.C. 23-1 Service List

DISH Wireless L.L.C. d/b/a Gen Mobile Petition for Designation as an Eligible Telecommunications Carrier.

Shonda D. Green, Secretary
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500
Telephone: (617) 305-3580
Email: dtc.efiling@mass.gov

William Bendetson
Presiding Officer, Legal Division
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500
Telephone: (617) 305-3580
Email: william.bendetson@mass.gov

Sarah K. Monahan
General Counsel, Legal Division
1000 Washington Street, Suite 600
Boston, MA 02118-6500
Telephone: (617) 305-3580
Email: sarah.k.monahan@mass.gov

Esther Laine
Chief of Staff
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500
Telephone: (617) 305-3580
Email: esther.laine1@mass.gov

Joseph Tiernan
Deputy Director, Competition Division
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500

Telephone: 617) 305-3580
Email: joseph.tiernan@mass.gov

Jacob Levine
Market Policy Economist, Competition
Division Department of Telecommunications
and Cable 1000 Washington Street, Suite 600
Boston, MA 02118-6500
Telephone: (617) 305-3580
Email: jacob.levine@mass.gov

Niall Quinlan, Special Project Coordinator
Legal Division
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500
Telephone: (617) 305-3580
Email: niall.quinlan@mass.gov

Joslyn Day
Director, Consumer Division
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500
Telephone: (617) 305-3580
Email: joslyn.day@mass.gov

Corey Pilz
Deputy Director, Consumer Division
Department of Telecommunications and Cable
1000 Washington Street, Suite 600
Boston, MA 02118-6500
Telephone: (617) 305-3580
Email: corey.r.pilz@mass.gov

Alison Minea
Vice President and Associate General Counsel
DISH Wireless L.L.C.
1110 Vermont Ave NW Ste. 450
Washington, DC 20005
Telephone: (202) 463-3709
Email: Alison.Minea@dish.com

Mary R. Gardner
Assistant Attorney General
Energy & Telecommunications Division
Massachusetts Office of the Attorney General

One Ashburton Place
Boston, MA 02108
Telephone: (617) 963-2134
Email: mary.r.gardner@mass.gov

Adriana Bakhos
Litigation Support Specialist
Energy & Telecommunications Division, Energy & Environment Bureau
Massachusetts Office of the Attorney General
One Ashburton Place
Boston, MA 02108
Telephone: (617) 963-2000
Email: adriana.c.bakhos@mass.gov

Exhibit A: Underlying Partner Carrier Agreements

[redacted]

[redacted]

11. PWW Obligations

[redacted]

EX-10.1 2 dish-20210930xex10d1.htm EX-10.1

EXHIBIT 10.1

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS EXHIBIT, MARKED BY [***], HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) IS THE TYPE THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

NETWORK SERVICES AGREEMENT

DISH	**AT&T Mobility LLC**
Legal Name: **DISH Wireless L.L.C. ("DISH")** Type of Entity: **a Colorado limited liability company**	AT&T Mobility LLC **("AT&T Mobility" or "AT&T")** Type of Entity: **a limited liability company**
DISH Address (For Official Notices)	**AT&T Mobility Address (For Official Notices)**
5701 S. Santa Fe Dr. Littleton CO, 80120 Attn: EVP, Chief Commercial Officer ***With a copy to***: 5701 S. Santa Fe Dr. Littleton CO, 80120 Attn: Office of the General Counsel	AT&T Mobility LLC 1025 Lenox Park Blvd. Atlanta, GA 30319 Attn: Vice President – National MVNO
DISH Contact	**AT&T Mobility Contact**
Name: [***] Title: Vice President Retail Wireless Operations Telephone: [***] E-mail: [***]	Name: [***] Title: Vice President Business Development Telephone: [***] E-mail: [***]
DISH Billing Address	
DISH Wireless L.L.C. Atten: Accounts Payable [***]Englewood CO 80155 E-mail: [***]	

This Agreement is entered into between DISH and AT&T Mobility, on behalf of itself and its AT&T Affiliates, and consists of this Cover Page, the Terms and Conditions, Schedule 1A (MVNO On-Net Pricing), Schedule 1B (MVNO Off-Net Domestic Roaming), Schedule 1C ([***]), Schedule 1D ([***]), Schedule 2 (Offshore Locations), Schedule 3A (Covered Device Certification), Schedule 3B (Covered Device Types), Schedule 4 (Information Security Requirements [***]), Schedule 6 (Inbound Roaming Schedule), Schedule 7 (Prepaid MVNO [***] Launch Functionality), Schedule 8 ([***]), and all reseller policies issued in accordance with the Terms and Conditions (collectively, this "**Agreement**"). Schedule 5 is reserved.

*This Agreement is effective as of July 14, 2021 (the "**Effective Date**" and continues in effect until December 31, 2031 ("**Term**"), unless earlier terminated in accordance with the provisions of this Agreement.*

Network Services Agreement

EACH PARTY'S SIGNATURE BELOW ACKNOWLEDGES THAT SUCH PARTY HAS READ AND UNDERSTANDS EACH OF THE PROVISIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

DISH Wireless L.L.C. By: (Authorized Signature) Name:[***] Title:EVP and Group President, Retail Wireless Date:	**AT&T Mobility LLC** By AT&T Mobility Corporation, its Manager By: (Authorized Signature) Name:[***] Title:EVP and GM Mobility Date:

Signature Page to Network Services Agreement

NETWORK SERVICES AGREEMENT

TERMS AND CONDITIONS

ARTICLE I

DEFINITIONS

The following terms when used herein shall have the following meanings:

1. **"3G"** means the third generation of mobile communications technology using the Universal Mobile Telecommunications System (UMTS) standard and featuring a high degree of commonality of design worldwide, compatibility of services, use of small pocket devices with worldwide roaming capability, Internet and other multimedia applications, and a wide range of services and devices.

2. **"4G"** means the fourth generation of mobile communications technology providing mobile broadband Internet access based on HSPA+ and/or LTE technology.

3. **"5G"** means the fifth generation of mobile communications technology providing mobile broadband Internet access.

4. **"5G NSA" ("5G Non-Standalone (NSA) Wireless Services")** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

5. **"5G SA" ("5G Stand-Alone (SA) Wireless Services")** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

6. **"[***] Commitment"** has the meaning given in Article II, Section 3(a) (DISH [***] Commitment).

7. **"Abuse of Service"** has the meaning given in Article X, Section 2 (Abuse of Service).

8. **"Access Point Name" ("APN")** means the name of an access point for a cellular data network where an access point defines the Internet network to which a Covered Device can be connected. A specific set of settings are used for the APN connection and are defined as an option in a set of configurations in a Covered Device.

9. **"Acting Party"** has the meaning given in Article IX, Section 1 (Acts of Others).

10. **"Active"** has the meaning given in Article IV, Section 4 ([***]).

11. **"Active End User"** means an End User whose status code in either AT&T Mobility's or its designated authorized Real Time Metered Service platform is active at any time during the billing period.

12. **"[***]"** has the meaning given in Section 3(c)(i) [***] of Schedule 1A (MVNO On-Net Pricing).

13. **"[***]"** has the meaning given in Article III, Section 14[***]).

14. **"Affiliate"** means, with respect to a Person, any Person that, through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person. An entity will be considered an Affiliate only for so long as such Control exists.

15. **"Agreement"** has the meaning given on the cover page.

16. **"[***] Surplus"** has the meaning given in Article II, Section 3(b) (Spend Commitment).

17. **"Application" ("App")** means an executable program containing instructions (such as bytecode) that is a downloadable vehicle that may render and store Content.

18. **"Assigning Party"** has the meaning given in Article XVI, Section 3 (Assignment).

19. **"AT&T"** has the meaning given on the first page of this Agreement.

20. **"AT&T Affiliates"** means AT&T Mobility and all of their subsidiaries and Affiliates within the United States that provide a wide variety of communications, broadband, and video services nationwide and own and control the AT&T brand and the intellectual property, trademarks, and service marks, to the extent such companies provide Services or supporting functions related to the Services in the Covered Territories. [***].

21. **"[***]"** has the meaning given in Article V, Section 12 ([***]).

22. **"AT&T Device Specifications"** has the meaning given in Schedule 3A (Covered Device Certification).

23. **"AT&T Mobile Data Plans"** means all [***].

24. **"AT&T Mobility"** has the meaning given on the first page of this Agreement.

25. **"[***] Claim"** has the meaning given in Article VII (Advertising and Promotion).

26. **"AT&T Network Facilities"** means all telecommunications switching equipment, base station transceiver equipment, remote radio units and antennas, and other equipment, software and technology operated and maintained by AT&T Mobility [***].

27. **"[***]"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

28. **"AT&T Systems"** means a non-public, non-network system or interface operated and maintained by AT&T Mobility (or any applicable AT&T Affiliate or third party contractor), made available via API or direct access to DISH by AT&T Mobility to provide wireless services and support to End Users for [***].

29. **"AT&T Third Party Roaming Partner"** (i) for purposes of Schedule 1C [***], has the meaning given in Section 5 of Schedule 1C; and (ii) for all other purposes, has the meaning given in Article II, Section 8 ([***] Roaming).

30. **"AT&T Unlimited Mobile Data Plans"** means all [***].

31. **"[***]"** has the meaning given in Article V, Section 11 ([***]).

32. **"Authorized Data Services"** has the meaning given in Article III, Section 12 (Authorized Data Services).

33. **"Authorized Roamer"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

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34. **"[***]Spectrum"** means DISH (or DISH's Affiliate's) FCC licensed [***]

35. **"[***]Spectrum"** means DISH (or DISH's Affiliate's) FCC licensed [***]

36. **"BEA"** means any basic economic area (as may be found at the Economic Areas (BEA) 1990 section at https://www.fcc.gov/oet/maps/areas or at https://transition.fcc.gov/bureaus/oet/info/maps/areas/maps/bea.pdf)

37. **"Bulk Messages"** means DISH MVNO Subscriber SMS messages originated from or terminated on an external platform that connects to a SMSC to engage in sending and/or receiving a high volume of messages.

38. **"Business Day"** –means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other government action to close.

39. **"BYOD"** (**"Bring Your Own Device"**) means Covered Devices that DISH's (and DISH's Affiliates') End Users provide for their own use and for which DISH or its applicable Affiliate(s) provides a SIM or eSIM for activation on AT&T Mobility's network.

40. **"CALEA"** means the Communications Assistance for Law Enforcement Act.

41. **"Capital Stock"** means any and all shares, interests, participations, rights or other equivalents, however designated, of corporate stock, membership, or partnership interests, whether common or preferred.

42. **"Carrier Regulatory Services** means: (i) the provision of emergency e911 services, including, routing and termination of voice, RTT and TTY calls and SMSs to and from the applicable public safety answering points (**"PSAPs"**), designated statewide default answering point or other appropriate local emergency authority and transmission of End User location to ALI databases used by PSAPs, in each case as required by an applicable Governmental Authority; (ii) support for CALEA or other lawful information requests; and (iii) any current or future regulatory requirement promulgated by the FCC or other applicable Governmental Authority for which the carrier of record is primarily responsible for compliance. "Carrier of record" means the party in privity with the subscriber.

43. **"[***] Commitment"** has the meaning given in Article II, Section 3(a) ([***] Commitment).

44. **"Cessation of Operations"** has the meaning given in Article II, Section 4 ([***]).

45. **"Change in Control"** means (i) any transaction or series of transactions as a result of which any single [***] Party or group of [***]Parties acting in concert legally or beneficially owns more than fifty percent (50%) of (A) the voting power of the then outstanding shares of Capital Stock or (B) aggregate economic value of all the outstanding Equity Interests of DISH or any direct or indirect parent entity of the DISH Wireless Business; or (ii) any transaction or series of transactions as a result of which both: (A) all or substantially all the assets of the DISH Wireless Business, taken as a whole, directly or indirectly, are sold or licensed to a third party and (B) the Person, directly or indirectly, owning or holding the license to the transferred DISH Wireless Business assets immediately following such transaction or series of transactions is a [***]Party.

46. **"Change in Control Date"** means the closing date of the relevant transaction, or if applicable the

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last closing date of the series of transactions, that results in a Change in Control.

47. **"Claims"** has the meaning given in Article XIII, Section 1 ([***]).

48. **"Commercial MVNO Launch"** means the commencement of the provision of Services to End Users, which Services include, and have successfully satisfied mutually agreed upon acceptance test criteria of, all features and functionalities set forth in Schedule 7.

49. **"Commitment** [***]**"** has the meaning given in Article II, Section 3(a) ([***] Commitment).

50. **"Commitment** [***]**"** has the meaning given in Article II, Section 4 ([***]).

51. **"[***] Suspension Notice"** has the meaning given in [***].

52. **"Compatible Device"** has the meaning given in Section 4.2 (Disclaimer as to Devices and Network Technology) of Schedule 6 (Inbound Roaming Schedule).

53. **"Confidential Information"** has the meaning given in Article XI, Section 1 (Identification of Confidential Information).

54. **"Consent Right"** has the meaning given in Section 3.2 ([***]) of Schedule 6 (Inbound Roaming Schedule).

55. **"Consumer E-mail"** means an e-mail service accessible by the general public (e.g., Yahoo!, Gmail, and Hotmail) and not intended for business purposes.

56. **"Consumer Information"** has the meaning given in Article XI, Section 5 (Consumer Information).

57. **"Content"** means any non-executable file, including but not limited to graphics, audio, video and text files.

58. **"Contract Year"** means each twelve (12) month period following the Effective Date during the Term.

59. **"Contractor"** has the meaning given in Article II, Section 1 (Appointment as Reseller).

60. **"Control"** (whether or not capitalized) means, with respect to any Person (or a group of Persons acting in concert), the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or other agreement or otherwise. The term control shall have the correlative meaning when used in the phrases "Controlled by," "under common Control with" or similar phrases.

61. **"Covered Devices"** means those authorized Devices approved for use on the Covered Network because they are technically and operationally compatible with AT&T's documented device requirements, which shall include any Device that: [***]Covered Network.

62. **"Covered MVNO Subscriber"** means a subscriber to [***] wireless services offered by DISH or a DISH Affiliate in the United States (excluding all territories and possessions): [***]

63. **"Covered Network"** means all networks for the provision of [***]wireless services in the Covered Territories owned and/or operated by AT&T Mobility or an AT&T Affiliate, [***]

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64. **"Covered Territories"** means those geographical areas in the United States in which (i) AT&T Mobility (or any AT&T Affiliate) provides Services using the AT&T Network Facilities (the **"Territory"**); and (ii) AT&T Mobility (or any AT&T Affiliate) has the right to use another wireless service provider's network and is authorized to extend such right to DISH, subject to any other restrictions or limitations imposed pursuant to agreements between AT&T Mobility (or any AT&T Affiliate) and such other wireless service providers.

65. **"CPNI"** means DISH Proprietary Network Information (as such term is defined in 47 U.S.C. Section 222(h)(1), as such provision may be amended at any time and from time to time).

66. **"Credit Note"** has the meaning given in Section 13.3 (Credit Notes) of Schedule 6 (Inbound Roaming Schedule).

67. **"Creditor"** has the meaning given in Section 13.1 (Industry Settlement Procedures) of Schedule 6 (Inbound Roaming Schedule).

68. **"CSI"** means middleware using application programming interfaces (APIs) to relay a request or response from various clients. The request or response is related to products and services (such as, rate plans, devices and fees).

69. **"Cure Period"** has the meaning given in Article XIV, Section 1 (Termination Upon Event of Default).

70. **"Customer Care Services"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

71. **"**[***]**"** has the meaning given in Schedule 1A (MVNO On-Net Pricing).

72. **"Debtor"** has the meaning given in Section 13.1 (Industry Settlement Procedures) of Schedule 6 (Inbound Roaming Schedule).

73. **"Device"** means a single unit of radio telephone equipment having a unique IMEI (including the associated SIM) for use in connection with its own Number which includes operating system and other software.

74. **"DISH"** has the meaning given on the first page of this Agreement.

75. **"DISH-Branded Service"** has the meaning given in Article II, Section 1(b) ([***]).

76. **"DISH Brands"** means any brands owned or Controlled by DISH including Boost Mobile, Ting Mobile, Republic Wireless, and any brands acquired by DISH following the Effective Date.

77. **"DISH Coverage Area"** means those geographical areas in the United States, its territories, possessions and commonwealths, in which DISH (or any DISH Affiliate) provides wireless voice, data and messaging services via telecommunications equipment (including, antennas and radio units) and software operated and maintained by DISH (or any DISH Affiliate) (**"DISH Facilities"**), which DISH deems in its Sole Discretion necessary or desirable for the provision of such wireless services.

78. **"DISH** [***]**"** has the meaning given in Schedule 3A (Covered Device Certification).

79. **"DISH** [***] **Usage"** has the meaning given in Article II, Section 3(a) (DISH [***] Commitment).

80. **"DISH MNO Subscriber"** means any then-current End User whose subscriber identity (IMSI/SUPI/Number) is directly provisioned on the DISH core network (UDM/HSS/HLR or other equivalent) and all voice and data services are "home routed" to the DISH core network such that: [***]

81. **"DISH MVNO Subscriber"** means any then-current End User whose subscriber identity (IMSI/SUPI/Number) is directly provisioned on the AT&T core network (UDM/HSS/HLR or other equivalent) and all voice and data services are "home routed" to the AT&T core network such that: [***]

82. **"DISH MVNO** [***] **Commitment"** has the meaning given in Article II, Section 3(a) (DISH [***] Commitment).

83. **"DISH Offered Spectrum"** means the [***]

84. **"DISH** [***] **Plan"** means a DISH MVNO Subscriber plan [***]**.**

85. **"DISH** [***] **Plan"** means a DISH MVNO Subscriber plan [***].

86. **"DISH** [***] **Commitment"** has the meaning given in Article II, Section 3(a) (DISH [***] Commitment).

87. **"DISH Service"** means a retail wireless service plan provided by DISH or a DISH Affiliate to [***] mobile wireless subscribers, including, without limitation, End Users.

88. **"DISH Spectrum** [***]**"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

89. **"DISH Wireless Business"** means all of the assets and business to which this Agreement relates, including all tangible and intangible assets necessary to offer and operate the DISH Service, including the DISH Facilities, the relationship with the wireless customers of the DISH Service and related contracts, brands, network access rights, licenses of wireless spectrum in the United States of DISH and its Affiliates and other wireless terrestrial telecommunications assets of DISH and its Affiliates, taken as a whole; provided that: pay-TV direct broadcast satellite or over-the-top internet customers, brands, network access rights and other related telecommunications assets are excluded.

90. **"Distribution Partner"** has the meaning given in Article II, Section 1(a) (Distribution Partners).

91. **"DOJ Approvals"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

92. **"Effective Date"** has the meaning given on the first page of this Agreement.

93. **"Eligible Spend Components"** has the meaning given in Article II, Section 3(b) (Spend Commitment).

94. **"End User"** means any then-current individual end-user of [***] mobile wireless services from DISH or any DISH Affiliate who receives the Service, whether on a regular or intermittent basis, pursuant to the terms of this Agreement. [***].

95. **"Endispute Rules"** has the meaning given in Article XV, Section 3 (Arbitration).

96. **"Equity Interests"** means Capital Stock and all warrants, options, or other rights to acquire Capital Stock issued by such entity.

97. **"[***]"** has the meaning given in [***].

98. **"eSIM"** means an embedded Subscriber Identity Module representing the network configuration and subscription access credentials that will allow a Device to attach to, authenticate with and be authorized to use a wireless mobile network. [***].

99. **"ESME"** (**"External Short Message Entity"**) means an external application platform that connects to a SMSC to engage in sending and/or receiving Bulk Messages. ESMEs are supported through the NGEAG.

100. **"eUICC"** means an embedded UICC, whether removable or non-removable, which enables the remote and/or local management of profiles in an encrypted manner using industry standard algorithms with carrier specific keys.

101. **"Event of Force Majeure"** has the meaning given in Article XVI, Section 6 (Force Majeure).

102. **"Expired"** has the meaning given in Article IV, Section 4 ([***]).

103. **"**[***] **Roaming Term"** has the meaning given in Section 2 ([***]) of Schedule 6 (Inbound Roaming Schedule).

104. **"FCC"** means the Federal Communications Commission.

105. **"FCC Approvals"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

106. **"**[***] **Measurement Date"** has the meaning given in Article II, Section 3(a) ([***] Commitment).

107. **"Fraudulent Activity"** means those activities described in Section 1 of Article X of this Agreement.

108. **"Governmental Authority"** means any federal, national, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international.

109. **"GSM"** means a digital or cellular personal communications system (or PCS) network.

110. **"GWS"** has the meaning given in [***]).

111. **"Home Carrier"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

112. **"**[***] **Device"** has the meaning given in Schedule 3A (Covered Device Certification).

113. [***]

114. **"IMEI"** means the International Mobile Equipment Identifier, the unique permanently assigned identification number installed in each Device when it is manufactured.

115. **"IMS"** has the meaning given in Section 4.3 (Network Interface Requirements) of Schedule 6

(Inbound Roaming Schedule).

116. **"IMSI"** means International Mobile Subscriber Identity.

117. **"Inbound Roaming"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

118. **"**[***] **Party"** has the meaning given in Article XIII, Section 3 ([***]).

119. **"**[***] **Party"** has the meaning given in Article XIII, Section 3 ([***]).

120. **"**[***]**"** has the meaning given in Article III, Section 14 ([***]).

121. **"**[***]**"** has the meaning given in Article III, Section 14 ([***]).

122. **"**[***] **Software"** has the meaning given in Schedule 3A (Covered Device Certification).

123. **"**[***] **Roaming Term"** has the meaning given in Section 2 ([***]) of Schedule 6 (Inbound Roaming Schedule).

124. **"**[***] **Spectrum Use Period"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

125. **"International Long Distance" ("ILD")** means a call that originates in the United States and terminates outside of the United States, Guam, American Samoa, the US Virgin Islands, or Northern Mariana Islands.

126. **"International Roaming"** means accessing a network not using the AT&T Network Facilities (outside of the United States).

127. **"International MVNO Roaming"** has the meaning given in Schedule 1C ([***])), Section 5.

128. **"International Sponsored Roaming"** has the meaning given in Section 1 of Schedule 6 (Inbound Roaming Schedule).

129. **"Internet"** means the publicly accessible network commonly known as the "internet," comprised of a series of global, interconnected, packet-switched networks that utilize transmission control protocols (TCP) and internet protocols (IP), including as accessed via cellular and other forms of

terrestrial wireless technology (*e.g.*, 3G, 4G, LTE, 5G), to communicate and otherwise transmit information between devices.

130. **"IP Multimedia Subsystems" ("IMS")** means a service platform enabling the delivery through internet protocol packet delivery of certain multimedia communications services.

131. **"Key DISH Contractor"** means [***]

132. **"Local Market Contact"** has the meaning given in Section 15 (Points of Contact) of Schedule 6 (Inbound Roaming Schedule).

133. **"LTE" ("Long Term Evolution")** means a 4G standard for wireless communication of high-speed data for mobile phones and data terminals based on the GSM/EDGE and UMTS/HSPA network

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technologies, increasing the capacity and speed using a different radio interface together with core network improvements.

134. **"**[***] **Market"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

135. **"Market"** means a combination of one or more of those Metropolitan Statistical Areas (**"MSAs"**), Rural Service Areas (**"RSAs"**), Metropolitan Trading Areas (**"MTAs"**), and Basic Trading Areas (**"BTAs"**), in which DISH is authorized to resell Services, which operate as a single entity for billing purposes. [***]

136. **"Marks"** means each party's name, logo, service marks, tradenames and trademarks.

137. **"MMS"** (**"Multimedia Messaging Service"**) means a multi-media message service for sending and receiving Content.

138. **"MOU"** (**"Minutes of Use"**) means voice minutes of Usage by the End User or its VoLTE and VoNR equivalent.

139. **"MSISDN"** (**"Mobile Station ISDN"**) means a Mobile Subscriber Integrated Services Digital Network Number uniquely identifying a SIM Card.

140. **"MVNO Launch Date"** means [***].

141. **"MVNO Services"** means the Services provided pursuant to this Agreement to DISH MVNO Subscribers.

142. "[***]**Product"**) means technical requirements and functionality available to DISH MVNO Subscribers upon the MVNO Launch Date, as more fully described in Schedule 7 (Prepaid MVNO [***]Product ([***]) Launch Functionality).

143. **"NANP"** means the North American Numbering Plan. NANP is an integrated telephone numbering plan serving North American countries that share its resources. These countries include the United States and its territories (Puerto Rico, Guam, U.S. Virgin Islands, North Mariana Islands and American Samoa), Canada, Bermuda, Anguilla, Antigua & Barbuda, the Bahamas, Barbados, the British Virgin Islands, the Cayman Islands, Dominica, the Dominican Republic, Grenada, Jamaica, Montserrat, Saint Maarten, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago, and Turks & Caicos.

144. **"Network Access Contractor"** has the meaning given in Article II, Section 1 (Appointment as Reseller).

145. **"**[***]**"** has the meaning given in Article II, Section 4 ([***]).

146. **"New Adds"** means: (i) new subscriber additions [***]; and (ii) subscriber upgrades where such subscriber receives from DISH, any DISH Affiliate, or any Distribution Partner a new UICC, eUICC or eSIM. [***].

147. **"**[***] **Commitment"** has the meaning given in Article III, Section 14 ([***]).

148. **"**[***] **Commitment"** has the meaning given in Article III, Section 14 ([***]).

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149. **"New Technology** [***]**"** has the meaning given in Article II, Section 10(a) (Network Technology).

150. **"NGEAG" ("Next Generation External Access Gateway")** means AT&T Mobility's consolidated entry point for third party connectivity to the ESME.

151. **"Non-Acting Party"** has the meaning given in Article IX, Section 1 (Acts of Others).

152. **"Non-Compatible Device"** has the meaning given in Section 4.2 (Disclaimer as to Devices and Network Technology) of Schedule 6 (Inbound Roaming Schedule).

153. **"**[***] **Market"** has the meaning given in Schedule 1B (MVNO Off-Net Domestic Roaming).

154. **"**[***] **Inbound Roaming"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

155. **"Number"** means a ten (10) digit mobile telephone number assigned to AT&T Mobility and may be provided by AT&T Mobility to DISH for DISH MVNO Subscribers associated with one authorized End User's Covered Device enabling calls to be directed to that unit.

156. **"Off-Net Domestic Roaming"** means accessing a network not using the AT&T Network Facilities (including, in this instance, [***] Markets) within the United States.

157. **"Off-Network" ("Off-Net")** means Usage by an End User not on the AT&T Network Facilities.

158. **"Offshore Location"** has the meaning given in Article IX, Section 5 (Offshore Work).

159. **"On-Network" ("On-Net")** means Usage by an End User on the AT&T Network Facilities. For avoidance of doubt, [***] (as defined in Schedule 6 (Inbound Roaming Schedule)) are not On-Network.

160. **"Onboarding Requirements"** has the meaning given in Article II, Section 3(a) ([***] Commitment).

161. **"Operating Markets"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

162. "**OTA**" has the meaning given in Article VI, Section 10.b.

163. **"Other Approvals"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

164. **"**[***] **Rate"** has the meaning given in Schedule 1A (MVNO On-Net Pricing).

165. **"Party"** and **"Parties"** have the meanings given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

166. **"**[***] **Roaming"** has the meaning given in Schedule 1C ([***]).

167. **"Permitted Reseller"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

168. **"Person"** means any individual, subsidiary, corporation, limited liability company, partnership, co partnership, firm, joint venture, association, joint stock company, trust, estate, unincorporated organization, governmental or regulatory body or other entity.

169. **"**[***]**"** has the meaning given in Schedule 1A (MVNO On-Net Pricing).

170. **"**[***] **Plans"** has the meaning given in Schedule 1A (MVNO On-Net Pricing).

171. **"Portal"** (or **"Web Portal"**) means a URL which is registered to DISH or Portal Vendor which presents information from diverse sources in a unified way.

172. **"Portal Vendor"** means a third-party provider that enables DISH to deliver a DISH-branded Portal by providing hosted managed service offerings. The Portal Vendor's platform may include the Portal, Applications and Content.

173. **"**[***]**"** has the meaning given in Schedule 1A (MVNO On-Net Pricing).

174. **"**[***]**"** has the meaning given in Schedule 1A (MVNO On-Net Pricing).

175. **"Pricing Plan"** has the meaning given in Section 1 (MVNO Pricing: General Terms) of Schedule 1A (MVNO On-Net Pricing).

176. **"Primary Contact"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

177. **"Prior AT&T Reseller"** has the meaning given in Schedule 1A (MVNO On-Net Pricing).

178. **"**[***]**"** has the meaning given in Article II, Section 10(b) ([***]).

179. **"Product and Services Roadmap"** has the meaning given in Article III, Section 11 (MVNO Product and Services Roadmap).

180. **"**[***] **Services"** has the meaning given in Article III, Section 3 ([***] Services).

181. **"**[***] **Services [***]"** has the meaning given in Article III, Section 3 ([***] Services).

182. **"Profile"** means a combination of data and applications to be provisioned on an eUICC for the purpose of provisioning cellular network services.

183. **"**[***]**"** has the meaning given in Article II, Section 4 ([***]).

184. **"Public Mobile Network"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

185. **"**[***]**"** means [***].

186. **"**[***]**"** means [***].

187. **"Qualifying Payments"** has the meaning given in Article II, Section 3(b) (Spend Commitment).

188. **"**[***]**"** or **("**[***]**")** means (i) [***]; or (ii) [***].

189. **"Rates"** has the meaning given in Section 8 (Rates) of Schedule 6 (Inbound Roaming Schedule).

190. **"Real Time Metered Service"** means Service offered to DISH MVNO Subscribers on a service platform that provides real-time or near real-time metering of DISH MVNO Subscriber Usage.

191. "[***]" has the meaning given in Article II, Section 4 ([***]).

192. **"**[***]**Percentage"** means: [***]

193. **"Refurbished Devices"** means Covered Devices that have been previously owned and used by one or more end user customers and that DISH subsequently acquires for sale to or use by End Users.

194. **"Remote SIM Provisioning"** means the download, installation, enablement, disablement or deletion of a Profile on an eUICC.

195. **"**[***]**Party"** means [***]

196. **"**[***] **Commitment"** has the meaning given in Article II, Section 4 [***]).

197. **"Roamer"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

198. **"Roaming Account"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

199. **"Roaming Commercial Launch"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

200. **"Roaming Customer"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

201. **"Roaming Schedule"** has the meaning given in Schedule 6 (Inbound Roaming Schedule).

202. **"Roaming Term"** has the meaning given in Section 2 (Roaming Term) of Schedule 6 (Inbound Roaming Schedule).

203. **"**[***] **Amount"** has the meaning given in Article XIV, Section 4 (Transition Period).

204. **"Service Denial"** has the meaning given in Section 4.2 (Disclaimer as to Devices and Network Technology) of Schedule 6 (Inbound Roaming Schedule).

205. **"**[***]**"** has the meaning given in Schedule 1A (MVNO On-Net Pricing).

206. **"Service** [***] **Area"** has the meaning given in Article II, Section 4 ([***]).

207. **"Service** [***] **Date"** has the meaning given in Article III, Section 14 ([***]).

208. **"Service Takedown"** has the meaning given in Article X, Section 5 (Prohibited Data Uses).

209. **"Services"** means the mobile wireless voice, data and messaging services (including, without limitation, the Authorized Data Services) provided to DISH pursuant to this Agreement by AT&T Mobility (or, as applicable, the AT&T Affiliates).

210. **"Serving Carrier"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

211. **"Short Messaging Service"** (**"SMS"**), commonly referred to as "text messaging," means a service for sending and receiving non-executable short messages across two endpoints of a cellular network, one or both of which may be an Active End User handset. SMS transactions occur within a cellular network and are encoded based on defined standards.

212. **"**[***] **Commitment"** has the meaning given in Article II, Section 3(b) (Spend Commitment).

213. **"**[***] **Payment"** has the meaning given in Article II, Section 3(b) (Spend Commitment).

214. **"SIM," "SIM Card,"** or **"Subscriber Identity Module"** means a module which contains subscriber and network information.

215. **"[***]"** has the meaning given in Article III, Section 5 (Support and Maintenance [***]).

216. **"SMSC"** (**"Short Message Service Center"**) means a network element that routes and regulates the process of delivering SMS messages.

217. **"Software Updates"** has the meaning given in Schedule 3A (Covered Device Certification).

218. **"Sole Discretion"** means a Person's sole and absolute discretion for any reason or no reason whatsoever.

219. **"[***]"** has the meaning given in Article III, Section 3 ([***] Services).

220. **"Spectrum"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

221. **"Spectrum** [***] **Notice"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

222. **"Spectrum Use Area"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

223. **"Spectrum Use** [***]**"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

224. **"Spectrum Use Request"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

225. **"Spectrum Use Period"** has the meaning given in Article II, Section 2(a) (Spectrum Use Agreement).

226. **"Spend Commitment"** has the meaning given in Article II, Section 3(b) (Spend Commitment).

227. **"Spend Commitment Balance"** means [***].

228. **"Standard MVNO Model"** means the rate plans applicable to DISH MVNO Subscribers.

229. **"Standard Wireless Technology"** means [***].

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230. **"Steering Committee"** has the meaning given in Article IX, Section 6(a) (Size and Composition).

231. **"Subpoena Record Request** means a binding order of a court or other applicable Governmental Authority that requires the search and/or provision of records regarding call-related information within the custody or control of a party.

232. **"Suspended Services [***]"** means, with respect to each instance in which a Service is suspended pursuant to Section 14, Article III, subsections (a) and (b), [***].

233. **"[***]"** means the [***].

234. **"TAC"** has the meaning given in Section 10.1 (TAC Requests) of Schedule 6 (Inbound Roaming Schedule).

235. **"Technology Roadmap"** has the meaning given in Article III, Section 10 (Technology Roadmap [***]).

236. **"Technology Sunset"** has the meaning given in Article III, Section 10 (Technology Roadmap [***]).

237. **"Term"** has the meaning given on the first page of this Agreement.

238. **"Third Party"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

239. **"Third Party Content Provider"** means a provider of Content that is not part of the Services.

240. **"Third Party Network"** means a wireless network used for [***] that is not owned or controlled by DISH or a DISH Affiliate. For clarity, the Covered Network is a Third Party Network.

241. **"Tier 1 Support"** means the customer support provided to an End User by DISH (or an Affiliate of DISH) or by a third party on behalf of DISH (or an Affiliate of DISH). This staff shall engage directly with the End User to handle servicing issues and questions relative to DISH products and services.

242. **"Tier 2 Support"** means internal support provided by DISH to DISH's Tier 1 Support staff to assist in additional triage and isolating issues. These support agents typically work outside of the End User phone queue environment and handle tickets and other offline transactions. [***].

243. **"**[***] **Roaming"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

244. **"Transition Period"** has the meaning given in Article XIV, Section 5 (Transition Period).

245. **"UICC" ("Universal Integrated Circuit Card"**) means the smart card used in mobile terminals in cellular networks.

246. **"URL" ("Uniform Resource Locator"**) means the unique qualified location of a specific resource on the World Wide Web.

247. **"USAA"** has the meaning given in Article XV, Section 3 (Arbitration).

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248. **"Usage"** means a period of time or its data usage equivalent during which an End User engages the AT&T Network Facilities and incurs charges for such use in accordance with this Agreement.

249. **"Visual Voicemail"** means a software application or service that converts voicemail messages left for an End User to text delivered to such End User.

250. **"VoLTE" ("Voice over LTE"**) means a method by which the IP Multimedia Subsystem is used with specific profiles for control and media planes of voice service on LTE, resulting in voice service being delivered as data flows within the LTE data bearer and elimination of dependency on legacy voice networks.

251. **"VoNR"** (**"Voice over New Radio"**) means a method by which the IP Multimedia Subsystem is used with specific profiles for control and media planes of voice service on 5G, resulting in voice service being delivered as data flows within the 5G data bearer.

252. **"**[***] **Rate"** has the meaning given in Schedule 1A (MVNO On-Net Pricing).

253. **"Wireless Network"** or **"Network"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

254. **"Wireless Services"** has the meaning given in Section 1 (Definitions) of Schedule 6 (Inbound Roaming Schedule).

255. [***]

256. [***]

257. [***]

General Rules of Interpretation. Unless otherwise explicitly stated in this Agreement: (i) capitalized terms used in this Agreement shall have the respective meanings set forth in this Article I; (ii) the singular shall include the plural and vice versa; (iii) the word "including" (or "include" or similar constructions) shall mean "including, without limitation", in all instances; (iv) the use of "including, without limitation" or similar constructions shall not be construed to differ in any way from the use of "including," include(s)" or similar constructions; (v) references to "Sections", "Schedules", and "Exhibits" shall be to sections, schedules and exhibits of this Agreement (and section references shall refer to the body of this Agreement unless the context otherwise requires); (vi) the words "herein", "hereof" and "hereunder" shall refer to this Agreement (or the certificate or other document in which they are used) as a whole and not to any particular section or subsection hereof (or such certificate or document); (vii) references to this Agreement shall include a reference to this Agreement together with all schedules and exhibits hereto, as the same may be amended, modified or supplemented at any time and from time to time; (viii) words "shall" and "will" have the same meaning; (ix) references to any person include that person's successors and assigns (without affecting any limitations, restrictions or prohibitions on assignment); (x) any reference to "days" means "calendar days" unless otherwise defined; (xi) in the event that a notice is to be given on a specified day, unless otherwise specifically provided herein, it must be given prior to 6:00 p.m. prevailing local time in Dallas, Texas; (xii) headings are for reference purposes only and shall not in any manner affect the meaning, interpretation or effect of any provision hereof; (xiii) all monetary amounts described in this Agreement, and all payments made hereunder, refer to and shall be paid in United States Dollars; and (xiv) "or" is not exclusive. Where used in this Agreement, [***]

Inclusion of Affiliates.

a. In the event that any AT&T Affiliate performs or provides any Services under this Agreement, then all actions or inactions of such AT&T Affiliate shall be considered the actions or inactions of AT&T Mobility for all purposes under this Agreement.

b. DISH may permit any DISH Affiliate to use, access and/or receive the Services. In the event that any DISH Affiliate uses, accesses or receives any Services under this Agreement, then all actions or inactions of such DISH Affiliate shall be considered the actions or inactions of DISH for all purposes under this Agreement.

ARTICLE II
NON-EXCLUSIVE DISTRIBUTORSHIP

1. Appointment as Reseller. AT&T Mobility hereby appoints DISH, on the terms and conditions set forth herein, to purchase Services from AT&T Mobility and to resell such Services to its End Users within the Covered Territories, [***]DISH hereby accepts such appointment and agrees to purchase and resell Services within the Covered Territories in order to market, sell and solicit orders for the Service (whether to DISH MVNO Subscribers, or indirectly with respect to any DISH MNO Subscriber that receives Inbound Roaming or [***]Roaming Services) in accordance with the terms and conditions set forth herein. DISH, at its option, may engage one or more Portal Vendors, data aggregators or other third party contractors to provide platforms, services, Content, connectivity or other data services, or otherwise to perform DISH's obligations under, or interact with AT&T Mobility for purposes of, this Agreement (each a "**Contractor**"). If personnel or any systems of any Contractor will require access to the AT&T Systems, such Contractor will be a "**Network Access Contractor**." Prior to granting any Contractor access to the AT&T Systems [***], or any part thereof, DISH will ensure that: (i) AT&T Mobility has approved DISH's use of any Network Access Contractor or any Contractor [***], or any part thereof, in each case in writing, such approval not to be unreasonably conditioned, withheld or delayed; (ii) any Contractor who will have access to AT&T Mobility's Confidential Information has executed a non-disclosure agreement that will protect any disclosure of AT&T Mobility's Confidential Information to such contractor, and (iii) if applicable, the Contractor has executed a connectivity agreement or other appropriate agreement(s) satisfactory to AT&T Mobility. [***].

a. *Distribution Partners*. Subject to the terms and conditions of this Agreement (including, without limitation, Section 1(b)), DISH may use dealers and distributors directly or indirectly to market, sell and solicit orders for the Service to End Users and potential End Users in the Covered Territory (any such Person a "**Distribution Partner**"). [***].

b. *No* [***]. DISH will not directly or indirectly resell any Services as part of any offer or arrangement [***] with a third party. For clarity, [***].

For clarity, the following are not considered [***] arrangements, [***].

Notwithstanding anything in Section 1.(a) or 1.(b), DISH may not market or distribute the Services as part of any offer or arrangement with a third party that enables the equivalent of a wholesale wireless relationship. For example [***].

c. *Reserved*.

d. *Standard MVNO Model*. The parties intend to launch under the Standard MVNO Model with DISH customers supported within AT&T's core network systems and with AT&T SIMs and

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IMSIs. Exhibit 7 (Inbound Roaming Development Planning and Roadmap) to Schedule 6 (Inbound Roaming Schedule) sets forth certain processes and milestones pursuant to which the parties will work to support and launch Inbound Roaming on the Covered Networks and the [***]with DISH customers supported within DISH's core network systems and with support for both DISH and AT&T SIMs and IMSIs. The [***] offers may vary between the Standard MVNO Models and the [***] as described in the [***] section in Schedule 1C ([***]).

2. Network Capacity Planning and Management. The parties will work together to forecast and plan for the impact of End Users on the Covered Network. As further set forth below in this Section 2, AT&T will have the option to use the DISH Offered Spectrum, [***].

   a. Spectrum Use Agreement.

      i. AT&T Mobility may from time to time request in writing the use of the DISH Offered Spectrum by providing DISH with a written request that includes the following: (such request a "**Spectrum Use Request**"): [***] . Within [***] days following receipt of a Spectrum Use Request, DISH will inform AT&T Mobility, [***] if it will permit AT&T Mobility [***]. If DISH fails to respond within [***] days, the Spectrum Use Request will be deemed rejected. [***].

      ii. If DISH consents to use of DISH Offered Spectrum [***].

      iii. [***], AT&T Mobility may, in its Sole Discretion, use the specific DISH Offered Spectrum approved by DISH to provide Wireless Services [***]in the relevant location, and may continue to utilize such DISH Offered Spectrum until [***]

      iv. [***] (a "**Spectrum** [***] **Notice**"). If DISH gives AT&T Mobility a Spectrum [***] Notice, AT&T Mobility (or the relevant AT&T Affiliate) will cease use of the DISH Offered Spectrum specified in the Spectrum [***] Notice [***] (a "**DISH Spectrum** [***]"). [***]

      v. During any Spectrum Use Period (as defined below in this Section (v)), AT&T Mobility will provide [***] (the "**Spectrum Use [***]**"): [***]

      vi. Spectrum Use [***] may only be applied against subsequent invoices for amounts due and payable by DISH under this Agreement until exhausted. [***].

   b. [***]

   c. Forecasting. Throughout the Term, DISH will provide a good faith non-binding forecast of Usage (to be provided not less than quarterly) for the upcoming [***] period. Such forecasts will be broken out by Usage type (*e.g.*, voice, data, SMS, MMS) and Market. The parties acknowledge and agree that such non-binding forecasts are estimates only, that actual Usage may be lower or higher than any such forecasted amount, and that no party shall be liable or have any obligation whatsoever to the other party or any other party arising out of any such forecast.

3. DISH Commitments

a. [***] Commitment.

i. [***]

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ii. [***]

iii. [***]

b. Spend Commitment

i. DISH commits to pay to AT&T Mobility no less than $5,000,000,000 (the "**Spend Commitment**") during the Term for MVNO Services, MNO Inbound Roaming Services, [***] (collectively, the "**Eligible Spend Components**"). All payments made by DISH or any DISH Affiliate to AT&T Mobility under this Agreement for Eligible Spend Components ("**Qualifying Payments**") shall be applied against the Spend Commitment.

ii. [***]

iii. [***]

iv. [***]

v. Additional [***] Commitment Terms and Conditions

a. [***].

b. [***]

vi. In the event of termination by AT&T Mobility pursuant to any of the provisions in Article XIV or expiration of the Term, DISH will pay the balance of the Spend Commitment, if any, as reduced by all Qualifying Payments in accordance with Article XIV, Section 3 (Effect of Termination). This obligation will survive termination or expiration of the Agreement until fully satisfied.

vii. If the Commercial MVNO Launch is delayed due predominantly to AT&T Mobility's failure, whether caused by acts or omissions of AT&T Mobility, an AT&T Affiliate, or any third party assisting AT&T Mobility in performing the Services, to perform its obligations under Schedule 7, [***]. If any failure of performance of a Key DISH Contractor causes a delay of the Commercial MVNO Launch, [***].

c. Invoicing of [***] Payments; Right to Terminate. Invoicing of any [***] Payment shall be in accordance with Article V (Terms of Payment). AT&T Mobility's right to terminate the Agreement if DISH fails to make payment of any [***]Payment in accordance with Article XIV (Termination) and DISH's obligation to pay any unmet balance of the Spend Commitment shall be governed by Article V (Terms of Payment), subject to the applicable payment period set forth in Article XIV (Termination). AT&T Mobility shall have the right to terminate this Agreement in accordance with Article XIV (Termination) if [***].

d. [***]

4. [***]DISH Commitments.

a. Notwithstanding anything to the contrary herein, the [***] Commitment and the Spend Commitment shall be reduced by the [***]if any AT&T Affiliate ceases to offer the Services for any reason (excluding Events of Force Majeure or other temporary suspension of operations, such

as due to maintenance or failure of equipment or software, and excluding any instance in which a different AT&T Affiliate continues such operations, such as pursuant to a corporate reorganization) ("**Cessation of Operations**") in any geographic area that as of the Effective Date is included in the Covered Territories (such area, a "**Service** [***] **Area**") unless, during the Term, AT&T Mobility has [***]

b. In the case of an Event of Force Majeure that prevents AT&T Mobility from directly or indirectly providing the Services in a geographic area within the Covered Territories for a period of more [***]: **[***]**:

c. If AT&T Mobility restores the provision of the Services in a geographic area **[***]**.

d. **[***]**.

e. For purposes of this Section 4, the Covered Territories do not include Puerto Rico or the U.S. Virgin Islands

5. Reserved.

6. No Exclusivity. AT&T Mobility reserves the right to sell services substantially similar to the Services to itself and its retail and wholesale customers within and without the Covered Territories and to appoint other resellers, agents and distributors within the Covered Territories. **[***]** This Agreement is non-exclusive to DISH and AT&T Mobility. Except as otherwise expressly set forth in this Agreement (including the [***] Commitment and Spend Commitment), DISH and its Affiliates make absolutely no statements, promises, representations, warranties, covenants or guarantees as to the amount of business or revenue that AT&T Mobility or any other AT&T Affiliate may expect to derive from participation in this Agreement. Subject to the [***] Commitment and the Spend Commitment, DISH reserves the right to purchase wireless voice and data services from, and/or use the wireless voice and

data services of, other wireless service providers within the Covered Territories in DISH's Sole Discretion.

7. Nature of the Relationship. The parties acknowledge and agree that nothing in this Agreement shall be construed or implied to create a relationship of partners, agency, joint venture, or employer and employee. Neither party hereto shall, in any way, have the authority to bind the other party in any manner whatsoever.

8. [***]Roaming. [***]AT&T Mobility will use commercially reasonable efforts to notify DISH of any such suspension or termination as promptly as possible. [***].

9. [***]

10 [***].
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a. Network Technology**.** Throughout the Term, AT&T Mobility will offer DISH access to new industry standard radio network technology for the Services [***], subject to mutual agreement between the parties on applicable rates and the timeline for the technology rollout. **[***]**.

b. [***]Wireless Technology. **[***]**. **[***]**.

c. [***]DISH MVNO Subscribers. Throughout the Term and the Transition Period, AT&T Mobility (or the applicable AT&T Affiliate) will provide DISH MVNO Services (including operational support services) to DISH [***]

d. Roaming. With respect to any Off-Network Domestic Roaming, AT&T Mobility shall: (i) **[***]**.

e. [***].

f. [***]

ARTICLE III
AVAILABILITY OF SERVICES

1. Regulatory Approvals. DISH understands that AT&T Mobility's ability to provide the Services described herein is completely contingent upon receiving an operating license from the FCC and any other required State or local regulatory approval. DISH agrees that this Agreement is contingent upon AT&T Mobility receiving and maintaining these regulatory approvals and that unless the approvals are in place, AT&T Mobility is under no obligation to provide the Services described herein. AT&T Mobility shall provide DISH with [***] days advance written notice if AT&T Mobility loses its operating license in all or a substantial part of a Territory or is otherwise not permitted to operate its license by any governmental or regulatory body. AT&T Mobility may terminate this Agreement solely with respect to any portion of the Territory should it cease to be licensed by the FCC in all or a substantial part of that Territory or is otherwise not permitted by any governmental or regulatory body to provide some or all of the Services in all or a substantial part of a Territory; provided that any such termination shall result in a reduction of both the Spend Commitment and the [***] Commitment in accordance with Article II, Section 5 ([***] DISH Commitments). Further, the parties acknowledge and agree that each party will be responsible for the Carrier Regulatory Services for its respective end users; provided, however, that AT&T Mobility agrees to perform these functions on DISH's behalf to the extent necessary to allow DISH to meet these regulatory obligations with respect to DISH MVNO Subscribers that utilize AT&T certified devices.

2. System Interconnection. DISH will be responsible at its own cost and expense to purchase, deploy and maintain any necessary network and systems connections between the DISH network and systems and the AT&T Mobility network and systems. [***] DISH agrees to utilize AT&T Systems, if applicable, and other systems and interfaces to be reviewed and approved by AT&T Mobility in writing prior to deployment.

3. [***] Services. From time to time, DISH may request (a "[***] **Services [***]**") that AT&T Mobility perform certain [***] services (the "[***] **Services**"). [***].

4. Onboarding. The parties will perform the onboarding, integration and configuration activities set forth in Schedule 7.

5. Support and Maintenance [***].

6. Limitation on Services. DISH acknowledges and agrees that the Services are subject to transmission limitations caused by conditions such as, but not limited to, the operating characteristics of DISH or End User selected Covered Devices, atmospheric, topographical, or other conditions, operating characteristics of mobile terminal devices, intentional or negligent acts of third parties that may damage or impair the network or disrupt Service, and other like conditions. AT&T Mobility will provide DISH with coverage maps for the Services (other than Inbound Roaming) showing the

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Covered Territories in reasonable detail, which maps AT&T Mobility will update on a periodic basis, [***]. Notwithstanding the preceding, AT&T Mobility recommends that DISH perform its own coverage analysis and test to determine if the available coverage meets the End User's requirements. Additionally, Services may be suspended, refused, limited or curtailed In the case of temporary or resolved conditions or circumstances, AT&T Mobility or the applicable AT&T Affiliate will restore access to the Services that were so suspended, refused, limited or curtailed promptly after such conditions or circumstances have been resolved.

7. [***]

8. Prepaid Platform Provider. If DISH elects to purchase Real Time Metered Services from AT&T Mobility, DISH may only use the prepaid platform provider(s) approved by AT&T Mobility. DISH must have an executed agreement with the prepaid platform provider. DISH may submit work requests directly to the prepaid platform provider to request any change to the prepaid platform functionality and additional changes may apply. Copies of all requests for changes to the prepaid platform functionality shall be sent to AT&T Mobility. AT&T Mobility and the prepaid platform provider will determine if the request should be implemented; provided that AT&T Mobility will use commercially reasonable efforts to support each such agreed implementation.

9. Retirement of Network Technology. Without limiting AT&T Mobility's obligation to provide notice of Technology Sunset pursuant to Section 10, nothing in this Agreement shall obligate AT&T Mobility to maintain any specific network technology, and AT&T Mobility shall have the right to reduce or terminate network technology in its Sole Discretion. AT&T Mobility's support of any of DISH's Covered Devices shall in no way limit AT&T Mobility from retiring, in whole or in part, in AT&T Mobility's Sole Discretion and at any time, subject to the provision of this Section, 3G, 4G, LTE, 5G or any other network technology provided by AT&T Mobility, or an AT&T Mobility roaming partner, either nationally or in discrete geographic areas. AT&T Mobility shall have no obligation to support Services for any Covered Device if AT&T Mobility no longer provides the technology on which such Covered Devices operate, and as of the date on which such network technology is retired, DISH's Covered Devices that use that particular technology may no longer be able to communicate with or operate on the AT&T Network Facilities. In the event DISH cannot transition End Users to another available AT&T Mobility network technology, DISH will make commercially reasonable efforts to notify End Users advising that Services will be terminated **[***]**. If DISH opts for written notice to End Users, AT&T Mobility will receive a copy of the notice; provided, however, that if such notice contains any reference to AT&T Mobility or its Marks, such notice must be approved in accordance with Article IX of the Agreement. The parties acknowledge that particular cell sites may be eliminated, or specific network technologies may be removed from particular cell sites. The parties further acknowledge that AT&T Mobility has no control over, and may not receive advance notice of, changes in network technologies or other service impacting activities of its third party network providers, or changes mandated by regulation or government officials. Such changes are governed by Article III and Article V of the Agreement and not by this Section. **[***]**.

10. Technology Roadmap [***]. AT&T Mobility will meet with DISH **[***]** to discuss AT&T Mobility's technology roadmap for **[***]** the "**Technology Roadmap**"). Such meeting shall be facilitated by AT&T Mobility's designated lead for DISH, and may include, as applicable, representatives operations, network engineering, product development, and software management organizations as required and at discretion of the AT&T Mobility designated lead for DISH. [***].

11. MVNO Product and Services Roadmap. AT&T Mobility will meet with DISH periodically **[***]** to discuss DISH's MVNO product and services roadmap and plans over the next [***]months to: (i)

explore opportunities for new MVNO products and services; (ii) explore opportunities for joint MVNO product development; [***]

12. Authorized Data Services. DISH is authorized to resell and/or utilize the data Services described in this Section for DISH MVNO Subscribers (the "**Authorized Data Services**") at the appropriate rates set forth in Schedule 1 of the Agreement. Any additional data Services must be authorized by a separate written agreement or amendment.

a. MVNO Messaging Services. Messaging services for DISH MVNO Subscribers consist of SMS and MMS. All DISH MVNO Subscriber messaging applications and offers must utilize the related messaging architecture as determined by AT&T Mobility. For all Bulk Messages, DISH will cooperate with AT&T Mobility to agree upon the parameters of such Bulk Messages, including but not limited to the volume of messages to be sent/received simultaneously, the speed at which Bulk Messages will be delivered and the size of such Bulk Messages. AT&T Mobility will not permit any Bulk Messages that are found to contain spyware, malware, viruses or other harmful Content or format. Messages sent from email (originator) to a Covered Device must use AT&T Mobility's domain names ([***]).

b. Network Access. Network access to the Services for: (i) DISH MVNO Subscribers [***]; and (ii) DISH MNO Subscribers shall be facilitated in accordance with Schedule 6 (Inbound Roaming Schedule).

c. Data Services. Data Services shall consist of access to or transmission of data over the Internet, charged in accordance with Schedule 1[***], or, pursuant to Article X, Section 5, relate to a prohibited use.

d. Content. AT&T Mobility reserves the right to prohibit or deny network access to any Content that **[***]** uses excessive network capacity, as determined in AT&T Mobility's reasonable discretion. AT&T Mobility will not provide any infrastructure or process to support settlement of Content related purchases.

13 Reserved.

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14. [***]

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ARTICLE IV
ACCESS TO NUMBERS, CONNECTIONS

1. Numbers. AT&T Mobility shall provide Numbers to DISH for DISH MVNO Subscribers in each Market in which DISH is authorized to resell AT&T Mobility's Services. DISH shall provide AT&T Mobility with a non-binding rolling twelve (12) month forecast of DISH's anticipated demand for Numbers for DISH MVNO Subscribers in each Market. Subject to availability of Numbers, AT&T Mobility shall honor orders from DISH for Numbers. For clarity, DISH shall be solely responsible for procuring Numbers for MNO.

2. Allocation of Numbers. DISH understands and agrees that if a shortage of available Numbers occurs, AT&T Mobility may allocate available Numbers to itself first and thereafter to DISH and other resellers on a basis **[***]**. For clarity, DISH shall be solely responsible for procuring telephone numbers for DISH MNO Subscribers.

3. No Property Interest in Numbers. The Numbers provided by AT&T Mobility represent a unit of access to the AT&T Network Facilities. The Numbers shall be assigned by AT&T Mobility to DISH for use or resale. DISH shall not transfer Numbers provided by AT&T Mobility to another service provider unless such transfer is authorized by FCC order or rule on telephone number portability. Neither DISH nor any End User shall acquire a property interest in any specific Number assigned for its use by AT&T Mobility and no property interest is acquired by Usage. AT&T Mobility reserves the right, at its Sole Discretion, from time to time, to assign, designate or change such Numbers provided by AT&T Mobility upon [***] days advance notice to DISH, when reasonable and necessary in the conduct of AT&T Mobility's business. The terms of this Subsection shall be subject to all FCC orders and rules, including those regarding number portability.

4. [***] Subscribers. DISH MVNO Subscribers on AT&T Mobility's designated Real Time Metered Services platform are in one of following **[***]**

5. Deactivated Numbers. Once a Number associated with an account has been activated and then cancelled, [***]. Except as otherwise agreed in writing, the foregoing period is subject to change by AT&T Mobility in its Sole Discretion and may be shorter due to Number exhaustion in a Market; provided, however, that AT&T Mobility will not reduce such period for DISH by any amount greater than AT&T Mobility's reduction for other MVNO customers in the same Market.

6. One Number per SIM Card. Each Number assigned by AT&T Mobility shall be used for only one (1) SIM Card at a time and each SIM Card shall have a unique IMSI or such other safeguard as may from time to time be required by AT&T Mobility to prevent Fraudulent Activities. [***]

ARTICLE V
PRICES; TERMS OF PAYMENT

1. Payment of Charges. DISH shall be invoiced on a monthly basis and is responsible for payment for all charges attributable to DISH's Numbers and Services; provided, however, that fees payable with respect to distribution of the Services to End Users in Puerto Rico may be made separately by a DISH Affiliate, which as of the Effective Date shall be DISH Wireless Puerto Rico L.L.C.

2. Pricing. Pricing for Services available under this Agreement are set forth in Schedules 1A through 1D.

3. Taxes and Other Fees. The parties acknowledge that all Services purchased by DISH from AT&T Mobility under this Agreement are made for resale in the ordinary course of DISH's business. **[***]**

4. Commencement of Charges. Any charges and rates in Schedule 1 shall commence with respect to each Number when an activation transaction is successfully submitted to AT&T Mobility. Such charges

shall continue until the date such Number(s) is canceled or otherwise disconnected in accordance with the provisions hereof.

5. Billing Cycle. The billing cycle for charges for Services hereunder shall be the calendar month, or such other billing cycle mutually agreed to in writing by the parties. DISH expressly acknowledges and agrees that some AT&T Mobility charges incurred in a billing cycle may not be billed in the billing cycle during which such charges are incurred; provided that, **[***]** Notwithstanding the foregoing, roaming and other third-party carrier charges may not be billed within such time period as set forth above. DISH is responsible for any delayed roaming and other third-party carrier charges **[***]**.

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6. Invoice. Invoices [***] will be transmitted to DISH via electronic transmission without tangible media. The method of transmission or format of data may be changed by AT&T Mobility upon reasonable advance written notice to DISH. [***].

7. Payment [***]. DISH shall pay such invoices in United States Dollars **[***]**. If the date on which AT&T Mobility sends the invoice is later than the date displayed on the invoice, then the date on which AT&T Mobility sends the invoice will be deemed to be the date of such invoice. **[***]** Any amounts required to be paid hereunder will be deemed paid when received at the location in the United States designated by AT&T Mobility from time to time.

8. Roaming. Off-Net Domestic Roaming is provided for DISH MVNO Subscribers as part of the Services hereunder to the extent permissible and practicable under the roaming agreements of AT&T Mobility, and other AT&T Affiliates where applicable. DISH is responsible for all Off-Net Domestic Roaming charges chargeable to DISH in accordance with Schedule 1B (MVNO Off-Net Domestic Roaming). [***]Roaming is permitted for End Users at DISH's discretion and to the extent permissible under the roaming agreements of AT&T Mobility and other relevant AT&T Affiliates. If an End User incurs [***], AT&T Mobility will charge DISH the rates set forth in Schedule 1C ([***] of this Agreement. AT&T Mobility's and other relevant AT&T Affiliates' roaming partners, roaming terms, and roaming coverage area are all subject to change from time to time without notice to DISH; provided, however, that AT&T Mobility will use commercially reasonable efforts to provide DISH [***] days advance notice of such changes to the extent AT&T Mobility is able to do so, but nothing herein shall require AT&T Mobility to provide such notice. AT&T Mobility makes no warranties or representations as to the availability or quality of Roaming Service provided by Roaming partners, and AT&T Mobility will not be liable in any capacity for errors, outages or failures of Roaming Services. Access to Roaming, where available, is deemed to be a Service under this Agreement, and DISH's use of Roaming is governed by the provisions of this Agreement. Specifically, Inbound Roaming is more fully addressed in Schedule 6 (Inbound Roaming Schedule).

9. Disputed Charges. If DISH disputes in good faith part of the monthly bill, DISH is required to notify AT&T Mobility in writing [***]. Notwithstanding any such dispute, DISH shall [***]. AT&T Mobility will respond to DISH's written dispute within [***]. AT&T Mobility and DISH shall use best efforts to resolve all disputes and DISH Mobility shall pay any amounts due within [***] days following dispute resolution. **[***]** Any disputed invoice will be resolved pursuant to the dispute escalation provisions of Section 12.11 and the parties shall promptly cause the escrow agent to pay the escrowed amount to the prevailing party. **[***]** The terms of this Section 9 will apply to the charges for roaming Services only to the extent that such disputes are not resolved through standard roaming net settlement processes.

10 RESERVED.

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11 [***].

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12 [***][***].

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ARTICLE VI
RESELLER'S OBLIGATIONS

1. Charges. Except as otherwise set forth herein, DISH is solely responsible for all charges properly chargeable and invoiced under this Agreement [***]. DISH is one hundred percent (100%) liable for all Usage on its Covered Devices – including Usage associated with Fraudulent Activity and Abuse of Service or Prohibited Data Use, as defined in Article X. [***].

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a. Voice Usage. Chargeable time begins for outgoing calls when the Active End User [***]

b. Data Usage. Data Usage, monthly fees and other charges will be billed as specified in Schedule 1. Data transport is billed in [***] increments, [***].

2. Remote Access Activation System. AT&T Mobility uses [***]. DISH shall be allowed to utilize such systems. DISH shall provide and maintain in the Covered Territories user interfaces and electronic application interfaces, built to specifications provided by AT&T Mobility compatible with the computer systems utilized by AT&T Mobility and will furnish operators proficient in operating such DISH systems used in conjunction with AT&T Mobility's computer systems. DISH shall pay all connecting charges for operating such system. [***].

3. Additional Procedures. In addition to complying with the requirements of this Agreement, DISH will comply with such other policies and procedures reasonably established by AT&T Mobility for obtaining Numbers, configuring and programming Covered Devices, activating or deactivating Services, porting Numbers in and out, and other activities contemplated by this Agreement with respect to any DISH MVNO Subscriber. AT&T Mobility may from time to time modify these policies and procedures, and will use commercially reasonable efforts to give DISH [***] prior written notice of such modifications. AT&T Mobility may, at its Sole Discretion, implement [***]. DISH will cooperate with AT&T Mobility in implementing [***] if requested by AT&T Mobility. AT&T Mobility reserves the right to add any other technical requirements that AT&T Mobility, in its Sole Discretion, deems necessary to prevent potential damage to AT&T Mobility's reputation or network; provided that:

(i) [***]. To the extent any action of DISH or DISH's Network Access Contractor in modifying any DISH system that accesses the AT&T Systems is reasonably likely to impact the Covered Network, DISH shall [***] to ensure such projects do not negatively impact the Covered Network. AT&T Mobility retains the right to cause DISH to discontinue any such project that [***].

4. Additional Obligations. DISH shall not, under any circumstances, represent itself as the FCC-authorized provider of Service. [***].

5. Covered Devices. Except as otherwise specifically set forth within this Agreement, DISH and its DISH MVNO Subscribers may use Services hereunder only with Covered Devices. DISH or the applicable DISH MVNO Subscriber shall be responsible for providing and maintaining all Covered Device equipment, SIM Cards, and/or eSIMs/eUICCs and ensuring that such items are technically and operationally compatible with AT&T Mobility's requirements (as such are referred to or more fully set forth in Schedule 3A) and in compliance with applicable FCC rules and regulations. DISH will follow the certification requirements for Covered Devices, SIM Cards, and/or eSIMs/eUICCs in Schedule 3A. DISH must use Covered Devices that conform to generally accepted definitions of such device types as listed in Schedule 3A. Any other device types will be utilized only upon amendment to Schedule 3B, and if applicable, will be subject to a separate written agreement or Schedule.

6. End User Support Services. Tier 1 Support: DISH as the MVNO, shall provide an adequate Tier 1 Support staff to receive and investigate complaints from its End Users. MVNO Tier 1 Support staff will report any suspected trouble with the Services to DISH's internal Tier 2 Support/Help Desk for further research prior to engaging AT&T Mobility Help Desk. DISH Tier 2 Support staff may engage AT&T Mobility's help desk only upon reasonable belief that such trouble is due to causal factors owned by AT&T Mobility or any other AT&T Affiliate. DISH shall use commercially reasonable efforts to ensure that its MVNO Tier 2 Support and testing staff is adequately trained to triage and perform technical troubleshooting of subscriber issues by utilizing the tools provided to DISH by AT&T Mobility. AT&T Mobility shall provide DISH with such in-person or remote training sessions

as are reasonably required to familiarize DISH's Tier 2 Support staff with the AT&T Systems and such other tools provided to DISH by AT&T Mobility. [***]

7. Assumption of Risk. DISH shall be solely responsible for all risks and expenses to the extent caused by or incurred due to DISH's actions in the sale and service of the Services or any other acts required of DISH pursuant to this Agreement. DISH shall act in all respects on its own account, and shall be solely responsible for any credit verification, deposits, billing, consolidation, rebilling, End User billing complaints, toll calls, and bad debts by any person of any Number or Numbers assigned to DISH with regard to the End User. Except as expressly provided in this Agreement, AT&T Mobility is not responsible for [***].

8. End User Agreement. Unless prohibited by applicable FCC rules and regulations, DISH agrees that each DISH MVNO Subscriber contract will either contain the terms and conditions set forth in Schedule 9 (End User Contract Terms and Conditions) or language which provides substantially similar protection as the concepts set forth in such schedule. At AT&T Mobility's request, DISH shall provide its form of DISH MVNO Subscriber contract to AT&T Mobility for its review. [***].

9. Lost or Stolen Covered Devices. If an End User's Covered Device is lost, stolen, or otherwise absent from the End User's possession or control, DISH shall nevertheless be liable for all Usage and other charges originating from such End User's Number until such time as the Service to such Covered Device is terminated.

10 SIM Cards.

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a. SIM cards (or any subsequent subscriber identity solution) used on AT&T Mobility's network must be approved by AT&T Mobility or purchased from an AT&T Mobility-approved vendor and must include AT&T Mobility's SIM profile; provided, however, that AT&T Mobility will provide DISH in advance with the names of certain SIM card vendors that AT&T Mobility has preapproved, and DISH will not be required to seek separate approval for the use of SIM cards purchased from such preapproved vendors. All custom SIM applications must be approved by AT&T Mobility in advance. AT&T Mobility only reviews the SIM application's functional specifications to ensure that there are no obvious technical conflicts. AT&T Mobility does not test the functionality of DISH's SIM application. AT&T Mobility is not liable for damages or claims associated with the failure of the SIM application to operate as expected by DISH on AT&T Mobility's network and with Covered Devices.

b. As of the Effective Date, [***]; provided, however, that the parties may agree on additional approved vendors from time to time in writing. [***]

c. SIM cards may be sold and distributed to: (i) End Users for use with a Covered Device; and (ii) DISH's direct or indirect sales agents and distributors selling Services on behalf of DISH solely for further sale and distribution to End Users for use with a Covered Device. Other than individual SIM sales to End Users for use with a Covered Device and sales in bulk or otherwise to DISH's direct or indirect sales agents for the purposes set forth above, SIM cards may not be sold to any other third party. DISH shall ensure that all direct and indirect sales agents and distributors are instructed that sales of SIMs in violation of the foregoing restrictions are not permissible and shall use reasonable efforts to include such restrictions in contracts where possible. AT&T Mobility reserves the right to deny Service, either upon activation or subsequently, to SIMs appearing on AT&T Mobility's service deny lists for one of a variety of reasons including, but not limited to cases where the SIM is stolen, has been used for "spam" or fraudulent purposes, is not used in a DISH Covered Device, or is defective. AT&T Mobility will notify DISH in such cases as to the

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reason for denial of Service for each such SIM. AT&T Mobility is not liable to DISH or End Users if Service is denied. DISH shall reasonably cooperate with and assist AT&T Mobility in preventing fraudulent use of SIM cards, including but not limited to canceling or suspending SIMs or End User accounts involved in fraud, investigating claims of "spam" or other Fraudulent Activity relating to or originating from a particular SIM, and taking appropriate action, up to and including termination where appropriate, against any agent, distributor or other third party that violates any provisions of this Section.

d. DISH shall include in the terms and conditions of service with its Active End Users language substantially similar to the following (or such replacement language as AT&T Mobility may specify upon not less than [***]days prior written notice): [***]

11. OCN and SPID. DISH must have an Operating Company Number (OCN) and Service Provider ID (SPID) for purposes of FCC mandated Wireless Local Number Portability. The OCN and SPID must be communicated to AT&T Mobility to ensure proper loading into AT&T Mobility Numbers Management and Billing Systems. DISH is solely responsible for managing all aspects of the porting process for its End Users.

12. Testing in New or Modified Markets. Prior to DISH providing Services in a Market, or upon the addition, deletion or modification of a Market, DISH must perform all testing reasonably required by AT&T Mobility, and AT&T Mobility must provide prior written approval for DISH to offer Services in such Market. If DISH does not, it will not be allowed to offer Services in such Market.

13. Security Requirements. DISH and any vendor or supplier engaged by DISH to use, test or access any AT&T Mobility systems shall comply with the Information Security Requirements - DISH attached hereto as Schedule 4.

ARTICLE VII
ADVERTISING AND PROMOTION

During the Term, DISH shall not make without AT&T's express written prior consent any public statements (other than as required to comply with public securities laws) or marketing or network claims that: [***] Notwithstanding the preceding, AT&T Mobility's consent is expressly granted for DISH to repeat any information that is included in its SEC filings during its quarterly earnings calls, at industry trade shows or conferences or in other similar non-marketing related public forums. DISH shall use commercially reasonable efforts to provide notice to AT&T Mobility to the extent DISH seeks to identify AT&T Mobility as the wireless provider for DISH's MVNO Subscriber service offerings in response to regulatory inquiries. [***]

AT&T Mobility reserves a limited right to review any materials used or distributed by DISH that relate to [***]. In no event will DISH imply in any statement that AT&T Mobility is responsible, financially or otherwise, for the performance by DISH of its obligations to End Users, except as otherwise set forth herein.

DISH shall, at its own cost and expense, be responsible for all aspects of marketing the Services, including developing advertisements, promotional, or other marketing materials.

ARTICLE VIII
TRADE NAME AND TRADEMARK

1. Marks. Both parties recognize the right, title and interest of the other party in and to all Marks owned by that party and agree to not engage in any activity or commit any act, directly or indirectly, that may

contest, dispute or otherwise impair such right, title or interest of the other party. Prior to either party's use of the other's Marks in any manner, the party seeking to use the Mark will submit to the party Mark is to be used, for review and approval in writing, a full and complete copy of any document or other media containing such use. Use of the Mark shall be allowed upon receipt of written authorization for such use from the party that owns the Mark.

Use of Marks upon Termination of Agreement. The obligations undertaken by the parties pursuant to this Article shall survive termination of this Agreement. In the event of such termination, the parties agree to not register or use any Marks that are the same as or confusingly similar to the Marks of the other party and to surrender or abandon its use or ownership of any Mark confusingly similar to that of the other party.

ARTICLE IX
MISCELLANEOUS UNDERTAKINGS

1. Acts of Others. Except as set forth in Article XIII, Section 1(c), neither party (a "**Non-Acting Party**") shall be liable for any act or omission of the other party (the "**Acting Party**") or any other entity (other than any Affiliate of the Acting Party or any of their contractors, agents or personnel) furnishing equipment, software or services to the Acting Party, its Affiliates or end users, nor, except as set forth in Article XIII, Section 1(c), shall the Non-Acting Party be liable for any damages or losses to the extent due to the fault or negligence of Acting Party or its Affiliates or end users or to the failure of equipment, software, or services of the Acting Party, its Affiliates or end users.

2. Change in AT&T Network Facilities and AT&T Systems. Without limiting AT&T Mobility's obligation to provide notice of Technology Sunset as set forth in Article III, Section 10 (Technology Roadmap), at the sole option of AT&T Mobility, AT&T Network Facilities and AT&T Systems may be expanded, reduced, modified or replaced during the term hereof; [***]. AT&T Mobility shall not be liable to DISH or to DISH's End Users if changes in any of the AT&T Network Facilities, AT&T Systems, operations, equipment, procedures, or services: (i) render obsolete any equipment or software provided by DISH or End User in conjunction with its use of the Services: (ii) require modification or alteration of such equipment or software; or (iii) otherwise affect DISH's performance.

3. Change in Covered Territories. Without limitation of DISH's rights under Section 4 of Article II ([***]) in the event of a Cessation of Operations pursuant to this Section 3, in AT&T's Sole Discretion the Covered Territories may [***]

4. Codes and Passwords. DISH assumes sole responsibility for selection and use of any code or passwords as may be permitted to access any secured features on the Services, such as prepaid calling features or voice mail. AT&T Mobility shall have no responsibility or obligation for security of communications of End User using the Services, beyond its duty to exercise ordinary care.

5. Offshore Work. [***].

6. [***].

   a. [***].

ARTICLE X
RESTRICTIONS ON USE

1. Fraudulent Activity. **"Fraudulent Activity"** includes, but is not limited to:

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2. [***]Abuse of Service. **"Abuse of Service"** includes, but is not limited to:

3. [***]Fraudulent Activity and Abuse of Service by End Users. DISH is responsible for all Fraudulent Activity and Abuse of Service associated with its End Users and Numbers and is responsible for developing its own fraud monitoring system. Notwithstanding the foregoing, if AT&T Mobility detects calling patterns indicative of Fraudulent Activity or Abuse of Service on a Number assigned to DISH,

AT&T Mobility will endeavor to notify DISH via email or automated alert feeds. Such notification is offered as a courtesy only. [***], and DISH shall remain responsible for payment to AT&T Mobility for all Fraudulent Activity and Abuse of Service associated with its Numbers.

4. Fraudulent Activity and Abuse of Service by DISH. Fraudulent Activity or Abuse of Service committed by DISH (but not by any End User of DISH), may, but shall not automatically be deemed to, constitute a material breach of this Agreement depending upon the circumstance giving rise to the Fraudulent Activity or Abuse of Service. [***]

5. Prohibited Data Uses. Notwithstanding anything to the contrary contained herein (other than Article II, Section 10 ([***])), while most common uses for Internet browsing are permitted by this Agreement, AT&T Mobility may, in its Sole Discretion, prohibit any uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. [***] Accordingly, AT&T Mobility reserves the right to: (i) deny, disconnect, modify and/or terminate service, without prior notice (a "**Service Takedown**"), to anyone it reasonably believes is using the data services in any prohibited manner, or to anyone whose Usage has an adverse impact on the AT&T Network Facilities, AT&T Systems or service levels, or otherwise hinders access to the AT&T Network Facilities or AT&T Systems; and (ii) otherwise protect the AT&T Network Facilities and AT&T Systems from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. AT&T will notify DISH not less than [***] after the Service Takedown. Depending upon the circumstances, AT&T may restore Service upon resolution of the issue requiring the Service Takedown. End Users may not use the Services other than as provided under this Agreement and as permitted by applicable law. Data Services are for [***] use only. AT&T Mobility may, but is not required to, monitor DISH's compliance, or the compliance of End Users, with AT&T Mobility's terms, conditions, or policies.

ARTICLE XI
PROPRIETARY INFORMATION: CONFIDENTIALITY

1. Identification of Confidential Information. During the Term of this Agreement, AT&T Mobility or DISH may, but shall not be obligated to, disclose to the other party information that the disclosing party considers proprietary or confidential. Such information may include, but is not limited to, product roadmaps, AT&T Mobility's Subscriber Product Engineering device requirements, related technical product certification process documentation (including handsets and other mobile devices), future technology and service plans of either party in relation to such devices and/or features, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, marketing plans, network information and other technical, financial or business information, and Consumer Information defined below (individually and collectively, "Confidential Information"). Confidential Information that is disclosed, whether provided in tangible or intangible form, including, but not limited to, electronic mail or other electronic communications, shall be deemed to be confidential or proprietary if it is identified by the party that disclosed such Confidential Information or on whose behalf such Confidential Information was disclosed as being confidential or proprietary. Notwithstanding the

failure of a party to mark or designate Confidential Information as confidential, any information that by its nature or under the particular circumstances of disclosure should be understood to be confidential

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or proprietary by a party exercising reasonable judgment shall be protected as set out in this Agreement. Nothing contained in this Agreement shall be construed as granting, transferring or conferring any patent, copyright, trademark or other proprietary rights by license or otherwise in any such Confidential Information, except for the right to use such Confidential Information in accordance with this Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EACH DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION FURNISHED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST INFRINGEMENT

2. Requirements for Confidential Information. The receiving party agrees to:

   a. hold such Confidential Information in confidence with the same degree of care with which the receiving party protects its own confidential or proprietary information, but no less than reasonably prudent care;

   b. restrict disclosure of the Confidential Information solely to its employees, contractors and agents with a need to know such Confidential Information, advise those persons of their obligations hereunder with respect to such Confidential Information, and assure that such persons are bound by obligations of confidentiality no less stringent than those imposed in this Agreement;

c. use the Confidential Information only as needed for the purposes of performing the receiving party's obligations or exercising the receiving party's rights under this Agreement;

d. not copy, distribute, or otherwise use such Confidential Information or knowingly allow anyone else to copy, distribute, or otherwise use such Confidential Information except in accordance with the purpose for which such Confidential Information was shared, and ensure that any and all copies made in accordance with this restriction shall bear the same notices or legends, if any, as the originals; and

e. upon request, promptly destroy or return to the disclosing party all Confidential Information.

3. Exceptions. The receiving party shall have no obligation to preserve the confidential or proprietary nature of any Confidential Information (and, for purposes of clarity, Consumer Information) that:

a. Was already known to the receiving party free of any obligation to keep it confidential at the time of its disclosure by the disclosing party, as evidenced by the receiving party's written records prepared prior to such disclosure;

b. is or becomes publicly known through no wrongful act of the receiving party;

c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing party with respect to such Confidential Information;

d. is independently developed by an employee, contractor or agent of the receiving party or a third party not associated with the purpose of the disclosure and who did not have any direct or indirect access to the Confidential Information, as evidenced by the receiving party's written records; or

e. is approved for release by written authorization by the disclosing party.

Notwithstanding the preceding or anything to the contrary in Section 9 of this Article XI, the parties acknowledge and agree that the use and/or disclosure of certain Consumer Information may be restricted by applicable law and that nothing in this Article XI, Section 3 shall relieve a party of its obligations to comply with applicable law.

4. Disclosure of Confidential Information Subject to Order. If the receiving party is required to disclose any Confidential Information of the other party pursuant to an order of a duly empowered government agency or a court of competent jurisdiction, the receiving party will provide due notice to the disclosing party and an adequate opportunity for the disclosing party to intervene, unless such notice is prohibited by such order. In any event, if ultimately required to disclose such Confidential Information, the receiving party shall disclose only such Confidential Information as is expressly required by the order and shall use its reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

5. Consumer Information. "**Consumer Information**" includes, but is not limited to, (i) an End User's name, address, or phone number, (ii) information concerning an End User's calling patterns, (iii) unlisted Numbers, (iv) any other information associated with an End User or with persons in the household of an End User, (v) any information available to the End User's service provider and/or its suppliers by virtue of acting as a provider of telecommunications, Internet, information or other services, including, but not limited to, the quantity, technical configuration, location, type, destination, amount of use of telecommunications or other services subscribed to, (vi) information contained on the telephone bills of consumers pertaining to telephone service or other services received by a consumer, and (vii) any information that qualifies as CPNI, whether or not such information falls within (i)-(vi), in each case that is obtained by AT&T Mobility directly from DISH, a DISH Affiliate or in the course of providing the Services hereunder. Subject to Section 3 above, Consumer Information shall remain the sole confidential information of DISH.

6. Term. Any Confidential Information that is disclosed by one party to another shall remain confidential [***]. Any disclosed Confidential Information shall be deemed the sole property of the disclosing party, who exclusively shall retain all rights to such Confidential Information.

7. Violation of Confidentiality. In the event the receiving party discloses, disseminates, or releases any Confidential Information received from another party, except as expressly permitted under this Agreement, such disclosure, dissemination, or release shall be deemed a material breach of this Agreement. In the event of such breach, the disclosing party may demand prompt return of all Confidential Information previously provided to the receiving party and terminate this Agreement. The

provisions of this Section are in addition to any other legal rights or remedies the disclosing party may have in law or at equity.

8. Targeting and Use of Consumer Information. [***]

9. No development, enhancements, or modifications [***]. In the event that any enhancements, modifications or development activities were to occur under this Agreement, then DISH hereby assigns to AT&T Mobility all right, title and interest in such enhancements, modification, or development.

ARTICLE XII
WARRANTY AND LIMITATION OF LIABILITY

1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES TO THE OTHER ANY WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING THE FACILITIES OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

2. THE EQUIPMENT AND SOFTWARE CERTIFIED BY AT&T MOBILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE MANUFACTURED BY A THIRD PARTY. WARRANTIES FOR SUCH EQUIPMENT AND SOFTWARE, IF ANY, ARE SET FORTH IN THE WARRANTY AND SOFTWARE LICENSE AGREEMENTS THAT ACCOMPANY THE EQUIPMENT AND SOFTWARE. AT&T MOBILITY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES FOR BREACH OF SUCH WARRANTIES.

3. THE LIABILITY OF EITHER PARTY FOR ACTUAL, PROVEN DAMAGES FOR ANY CAUSE WHATSOEVER, RELATED TO THE SERVICES AT&T MOBILITY PROVIDES UNDER THIS AGREEMENT TO DISH OR OTHERWISE RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN TRANSMISSION, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO AN AMOUNT [***] IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; [***].

4. External information, applications, and other Content is provided by DISH or one or more contractors. AT&T MOBILITY IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY DISH OR ANY THIRD PARTY CONTENT PROVIDER. Third Party Content Providers may impose additional charges to End Users. Policies regarding intellectual property, privacy and other policies or terms of use may differ among Third Party Content Providers, and End Users are bound by such policies or terms when they visit their respective sites or use their services. Any information End Users involuntarily or voluntarily provide third parties is governed by such third party's policies or terms. The accuracy, appropriateness, Content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data of any Third Party Content Provider is not guaranteed or warranted by AT&T Mobility. Delays or omissions may occur. AT&T Mobility shall not be liable for any loss or injury arising out of or caused, in whole or in part, by DISH's or an End User's use of any information, application or Content provided by DISH or any Third Party Content Provider, acquired through the data Services.

5. DISH warrants that it is authorized to use any name associated with the Services that DISH lists in any directory.

ARTICLE XIII
INDEMNIFICATION

1. [***].

2. [***].

3. [***].

ARTICLE XIV
TERMINATION

1. Termination Upon Event of Default: Either party may terminate this Agreement upon the occurrence of an "event of default" by the other, provided that the non-defaulting party advises the defaulting party in writing of the event of default and the defaulting party does not remedy the event of default within [***] (each a "**Cure Period**"). Except as otherwise provided in this Agreement, such termination shall be effective upon expiration of the applicable Cure Period if the default is not cured. An event of default is limited to the following:

   a. A party's insolvency or the initiation of bankruptcy or receivership proceedings by or against a party that are not dismissed within [***]days;

   b. [***]

   c. [***], the material breach of any of the terms or conditions of this Agreement;

   d. The execution by either party of an assignment for the benefit of creditors or any other transfer or assignment of a similar nature or a party's seeking relief under any applicable bankruptcy reorganization, moratorium or similar debtor laws (it being understood that the execution of any third party financing agreement(s) shall not constitute an event of default);

   e. [***]

   f. The material violation or breach of any FCC rule or regulation or other applicable law in connection with the Service, which violation or breach has a material adverse effect on the non-breaching party.

2. Change in Control of DISH. DISH shall deliver to AT&T Mobility written notice of any DISH Change in Control no later than five (5) Business Days after the occurrence of such DISH Change in Control Date, and, subject to Article XIV, Section 4 (Effect of Termination), AT&T Mobility may terminate this Agreement [***].

3. [***].

4. Effect of Termination. If this Agreement expires or is terminated (i) for the occurrence of an event of default by DISH that is not remedied within the Cure Period, (ii) pursuant to Article II (Section 3(c)) ([***]; Right to Terminate), or (iii) pursuant to Article XIV, Section 2 (Change in Control of DISH), any unmet balance of the Spend Commitment will be paid [***] during the Transition Period and, for purposes of clarity, immediately if there is no Transition Period. [***].

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5. Transition Period. Upon expiration or termination of the Agreement, AT&T will cooperate with DISH to enable End Users on Covered Networks to continue using Services for a transition period not to exceed [***] (the **"Transition Period"**) in accordance with the terms and conditions set forth in the Agreement; provided that (1) DISH will no longer have any obligations with respect to the [***] Commitment [***]; (2) DISH will discontinue the activation of new DISH MVNO Subscribers during the Transition Period, provided that all activations of DISH MVNO Subscribers that occur [***]following the termination or expiration date will be deemed to have occurred prior to such termination or expiration; (3) rates/pricing throughout the Transition Period [***]; and (4) it will be assumed by both parties that DISH will continue its operations for its existing End Users at such time, and AT&T Mobility and DISH will cooperate as necessary to enable existing End Users to continue the Services (including the ability for such existing End Users to purchase additional Services) with minimal disruption. For the avoidance of doubt, DISH may perform upgrades/line-adds/renewals for any End Users on Covered Networks during the Transition Period; provided, however, that the right set forth in this sentence will expire after [***]of the Transition Period. [***]

6. Survival of Obligations. Termination of this Agreement for any cause shall not release either party from any liability, including any payment obligation, that at the time of termination has already accrued to the other party or that thereafter may accrue in respect of any act or omission prior to termination. Further, termination of this Agreement shall not relieve either party from any obligation that is expressly stated herein to survive termination, or that under the circumstances reasonably should survive termination; provided, however, that either party may, without liability, cancel any previously accepted orders for Numbers that have not been connected immediately upon the giving or receiving of any notice of termination hereunder. For clarity, each party shall continue to comply with the security requirements applicable to it as set forth in Schedule 4 (Information Security Requirements) hereto for so long as such party retains or has access to any information covered by such requirements.

7. Loss of Regulatory Authority. AT&T Mobility may terminate this Agreement at any time without penalty (i) should it cease to be licensed by the FCC to provide cellular service in all or a substantial part of the Covered Territories, (ii) should it otherwise not be permitted by any governmental or regulatory body to provide cellular service in all or a substantial part of the Covered Territories, or (iii) should regulatory action substantially and negatively impact AT&T Mobility's offer of the Services on the terms set forth herein. AT&T Mobility shall provide notice to DISH of any such regulation or inability to provide the Services within [***].

ARTICLE XV
[***]; ARBITRATION

1. [***]. Without limitation of and subject to each party's right to seek injunctive relief in accordance with Article XV Section 4 below, the parties agree to attempt to resolve all disputes under this Agreement in accordance with the dispute resolution procedures set forth herein. [***].

2. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3. Arbitration. Except as otherwise set forth herein, the parties agree to settle any dispute arising out of or related to this Agreement through consultation and negotiation in good faith and in the spirit of mutual cooperation. Any dispute arising out of or related to this Agreement that cannot be resolved by negotiation shall be settled by binding arbitration in accordance with the J.A.M.S./ENDISPUTE

Arbitration Rules and Procedures ("**Endispute Rules**"), as amended by this Agreement. Such arbitration shall be held at a location agreed upon by the parties. The parties will jointly select one (1) independent arbitrator familiar with the wireless telecommunications industry, provided that if the parties cannot agree on an arbitrator, the selection shall be made by J.A.M.S./ENDISPUTE in accordance with the Endispute Rules. Either party may request that the arbitrator resolve any dispositive motion before hearing evidence on the merits of the dispute. Such dispositive motions may include motions to dismiss or motions for summary judgment. If a party requests that the arbitrator resolve a dispositive motion, the arbitrator may, before hearing any evidence on the merits of the dispute, receive and consider any written or oral arguments regarding the dispositive motion and receive and consider any evidence specifically relating thereto, and may decide such motion. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto, provided that any such award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the parties unless the arbitration award provides otherwise. Each party shall bear the cost of preparing and presenting its case. The parties agree that this provision and the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. In the event of a conflict between the USAA and the Endispute Rules, the Endispute Rules shall govern. In no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.

4. Exceptions to Arbitration. The parties agree that claims for breach of confidentiality, claims regarding unauthorized use of the other party's Marks or other intellectual property rights, and claims seeking injunctive relief will not be subject to arbitration as set forth above unless expressly and mutually agreed by the parties. Such claims shall be adjudicated by a court of competent jurisdiction.

5. ALL DISCUSSIONS AND DOCUMENTS PREPARED PURSUANT TO ANY ATTEMPT TO RESOLVE A DISPUTE UNDER THIS PROVISION ARE CONFIDENTIAL AND FOR SETTLEMENT PURPOSES ONLY AND SHALL NOT BE ADMITTED IN ANY COURT OR OTHER FORUM AS AN ADMISSION OR OTHERWISE AGAINST A PARTY FOR ANY PURPOSE INCLUDING THE APPLICABILITY OF FEDERAL AND STATE COURT RULES.

ARTICLE XVI
MISCELLANEOUS

1. Applicable Law. The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

2. Effects of Headings. Headings to articles and paragraphs of this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.

3. Assignment. Neither party may assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the prior written consent of the other party, except as follows: each of AT&T and DISH (in its capacity as such, an "**Assigning Party**") may assign its rights, interests and obligations under this Agreement to any direct or indirect subsidiary of AT&T Inc. (in the case of AT&T) and any person or entity other than a [***]Party (in the case of DISH) (e.g., a permissible DISH assignee includes DISH Network Corporation and any of its direct and indirect subsidiaries) without the approval of the other party, in the Assigning Party's Sole Discretion; provided, however, that DISH may assign to such party only if such party and its Affiliates own all or substantially all of

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the DISH Wireless Business following such assignment. Any assignment in violation of this Section constitutes a material breach of this Agreement.

4. Non-Waiver. Unless expressly agreed in writing, no failure or delay in requiring satisfaction of a condition of this Agreement or exercising any rights or remedies hereunder shall constitute or be deemed a waiver of any such right or remedy. No course of dealing shall operate as a waiver or estoppel of any right, remedy or condition hereunder.

5. Independent Contractor. DISH is not authorized to act as an agent for or local representative of AT&T Mobility, and DISH shall not have authority to assume or create any obligation on behalf of, in the

name of, or binding upon, AT&T Mobility, nor to represent AT&T Mobility as a distributor in any manner not specifically provided for herein, and all sales by DISH shall be in its own name and for its own account.

6. Force Majeure. The parties' performance under this Agreement shall be excused if the non-performance is due to epidemics, labor difficulties, governmental orders, adoption of laws after the Effective Date that prevents a party's performance under this Agreement, equipment failure, inability or delay in securing equipment, civil commotion or terrorism, acts of God, weather disturbances or conditions, [***] (each an "**Event of Force Majeure**") for the period of time that the force majeure condition exists.

7. Compliance with Laws.

   a. The parties shall comply with all federal, state and local laws, rules, regulations, and court orders, and governmental agency orders, including FCC rules, regulations, and orders relating to resellers, applicable to them in connection with this Agreement. DISH covenants and warrants that it will at all times maintain all Federal, state and local licenses appropriate and necessary for the conduct of its business and for the resale of AT&T Mobility's Services. Upon AT&T Mobility's written request, DISH will provide true and correct copies of all such licenses, together with appropriate evidence of all applicable renewals, extensions or changes of such licenses. AT&T Mobility covenants and warrants that it will at all times maintain all Federal, state and local licenses appropriate and necessary for the conduct of its business and for the provision of the Services. Upon DISH's written request, AT&T Mobility will provide true and correct copies of all such licenses, together with appropriate evidence of all applicable renewals, extensions or changes of such licenses.

   b. DISH agrees to cooperate with and provide all assistance to AT&T, which it is legally required or authorized to provide to law enforcement and other designated competent authorities in any location in which the Service is provided hereunder [***].

   c. Each party acknowledges and agrees that the other party may submit this Agreement (including for clarity, the schedules and exhibits attached hereto) to the United States Securities and Exchange Commission (the **"SEC"**) or any other regulatory body and if a party intends to submit this Agreement to the SEC or any other regulatory body, such party agrees to consult with the other party with respect to the preparation and submission of a confidential treatment request for this Agreement, or if permitted by applicable rule, law or other regulation, the filing of this Agreement with the SEC or other regulatory body with confidential provisions redacted without submitting a confidential treatment request or, as applicable, with a confidential treatment request. If a party is required by rule, law, order or other regulation to make a disclosure of the terms of this Agreement

in a filing with or other submission to the SEC or any other regulatory body, and (i) such party has provided copies of the disclosure to the other party as far in advance of such

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filing or other disclosure as is reasonably practicable under the circumstances, (ii) such party has promptly notified the other party in writing of such requirement and any respective timing constraints, and (iii) such party has given the other party a reasonable time under the circumstances from the date of notice by such party of the required disclosure to comment upon, request confidential treatment of or approve such disclosure, then such party will have the right to make such disclosure or request confidential treatment at the time and in the manner reasonably determined by its counsel to be required by rule, law, order or other regulation. Notwithstanding anything to the contrary herein, it is hereby understood and agreed that if a party is seeking to make a disclosure as set forth in this Section 7(c), and the other party provides comments within the respective time periods or constraints specified herein or within the respective notice, the party seeking to make such disclosure or its counsel, as the case may be, will in good faith (A) consider incorporating such comments and (B) use commercially reasonable efforts to incorporate such comments, limit disclosure or obtain confidential treatment to the extent reasonably requested by the other party.

8. Notices.

a. Except as otherwise expressly provided in this Agreement, all notices, requests, demands, and other communications required under this Agreement, must be in writing and are considered given if delivered personally, sent by first-class certified mail, return receipt requested, or sent by nationally-recognized overnight carrier to the current address for official notices under this Agreement. The official addresses for notices under this Agreement may be changed by written notice to the other party in accordance with this Section.

b. AT&T Mobility may establish an electronic communication system between AT&T Mobility and DISH for the purpose of handling notices hereunder relating to the assignment of Numbers, the connection and disconnection thereof, the reporting of trouble with the Services or the AT&T Network Facilities and such other processes and purposes as AT&T Mobility may from time to time specify; provided, however, that electronic communication (including email) shall not satisfy the notice requirements if such notice is required under this Agreement. For clarity, any notice required to be given under this Agreement will only be considered given if completed in accordance with the terms of Article XVI, Section 8.a. Notices pursuant to electronic communications shall be deemed received on the date set forth on the written verification of such notice or the date shown on the electronic communication.

9. Severability. Should any provision of this Agreement be declared invalid or unenforceable by any government authority, arbitrator, or court of competent jurisdiction, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will remain in full force and effect.

10. Incorporation by Reference. All schedules and exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof. If there is any conflict between such schedules and exhibits and the terms of this Agreement, such schedules and exhibits will control.

11. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original, all of which, when taken together, will constitute one and the same instrument. Signatures transmitted electronically will be binding for all purposes hereunder.

12. Controlling Document. EXCEPT AS EXPRESSLY AGREED IN WRITING BY THE PARTIES, ANY PRIOR WRITTEN OR ORAL AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THIS SUBJECT MATTER, ALONG WITH ANY AMENDMENTS OR ATTACHMENTS TO

SUCH AGREEMENTS, SHALL BE SUPERSEDED BY THIS AGREEMENT AND SHALL BE OF NO FORCE AND EFFECT. THIS AGREEMENT MAY NOT BE MODIFIED OR OTHERWISE AMENDED EXCEPT BY WRITTEN CONSENT OF BOTH PARTIES.

Schedule 1A

[***]

Exhibit 1 to Schedule 1A

[***]

Exhibit 2 to Schedule 1A

[***]

Schedule 1B

[***]

Exhibit 1 to Schedule 1B

[***]

Exhibit 2 to Schedule 1B

[***]

Exhibit 3 to Schedule 1B

[***]

Schedule 1C

[***]

Schedule 1D

[***]

Exhibit 1 to Schedule 1D

Reserved

Schedule 2
[***]

Schedule 3A
[***]

Schedule 3B
[***]

Schedule 4
[***]

Schedule 6

Inbound Roaming Schedule
[***]

Exhibit 1

Wireless Services
[***]

Exhibit 2

Reserved

Exhibit 3
[***]

Exhibit 4
[***]

Exhibit 5
[***]

Exhibit 6
[***]

Exhibit 7

[***]

Schedule 7

[***]

Schedule 8

[***]

Schedule 9

[***]

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EX-10.1 2 a101mnsa-finalredacted.htm TMUS EXHIBIT 10.1

Exhibit 10.1

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS EXHIBIT, MARKED BY [***], HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM IF PUBLICLY DISCLOSED.

Master Network Services Agreement

between

T-Mobile USA, Inc.,

DISH Purchasing Corporation

and

solely for the purposes of Section 13

DISH Network Corporation

dated as of

July 1, 2020

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Master Network Services Agreement

This Master Network Services Agreement, dated this first day of July, 2020 (the "**Effective Date**"), is between T-Mobile USA, Inc. a Delaware corporation ("**T-Mobile**"), and DISH Purchasing Corporation, a Colorado corporation ("**DISH**"), and (but solely for purposes of Section 13), DISH Network Corporation, a Nevada corporation ("**Parent**"). T-Mobile and DISH are referred to individually as a "**Party**" and collectively as the "**Parties**". Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

Recitals

WHEREAS, T-Mobile US, Inc., the parent company of T-Mobile, Sprint Corporation and Parent have entered into that certain Asset Purchase Agreement, dated as of July 26, 2019 (the "**Purchase Agreement**"), pursuant to which T-Mobile US, Inc. and Sprint Corporation have sold and transferred certain assets related to the Business (as defined in the Purchase Agreement) to Parent;

WHEREAS, in consideration of the Purchase Agreement, the Parties acknowledge and agree that they will work in good faith to support a transition commencing at Closing and continuing through the Term to evolve DISH's pre-paid wireless communications services to a free standing, fully independent mobile network operator business, fully owned and administered by DISH;

WHEREAS, the Parties acknowledge and agree that such transition will include:

> **Legacy Network Services**, which include activities involving (1) pre-Closing historic Boost/Sprint pre-paid subscribers whose contracts have been purchased by Dish Network Corporation ("**Legacy Boost Subscribers**"); and (2) End Users added and provisioned on DISH's behalf by T-Mobile on the Legacy Network post-Closing; (collectively, the "**Legacy Network Subscribers**");
>
> **T-Mobile Network Services**, which include activities involving (1) Legacy Network Subscribers that have been migrated to the T-Mobile network; and (2) End Users added and provisioned by DISH on the T-Mobile Network post-Closing;
>
> **Infrastructure MNO Services**, which include activities involving the deployment by DISH of certain network elements and the handover of End User traffic between DISH's network elements and the T-Mobile Network; and

WHEREAS, in further consideration of the Purchase Agreement, the Parties' ultimate objective is to facilitate DISH's transition to operating as a fully independent facilities-based carrier;

WHEREAS, T–Mobile has the ability to provide access to wireless communications service within the Territory; and

WHEREAS, DISH desires to purchase and distribute wireless communications service to end user customers through the use of the Legacy Network and the T–Mobile Network within the Territory in accordance with the terms and conditions set forth in this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, including the acquisition of the Business by DISH and the other terms of the Purchase Agreement and Ancillary Agreements as connected terms to the terms of this Agreement, the Parties, intending to be legally bound, agree as follows:

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Agreement

1. DEFINITIONS

1.1 "**Activations Footprint**" has the meaning given in the applicable Annex.

1.2 "**Affiliate**" means, with respect to a Person, any Person that, through one or more intermediaries, controls, is controlled by or is under common control with such Person. For purposes of this definition, "control" means direct or indirect ownership of more than 50% of the shares or other equity interests of the entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority). An entity will be considered an Affiliate only for so long as such ownership or control exists.

1.3 "**Agreement**" means this Agreement and all schedules, addenda, exhibits, annexes, appendices and attachments, all of which may be amended from time to time in accordance with this Agreement.

1.4 [***]

1.5 "**API**" means an electronic application programming interface.

1.6 "**AT&T**" means AT&T Inc. and its subsidiaries and controlled Affiliates.

1.7 "**Billing Cycle**" means the monthly billing cycle for Service usage as established and billed to DISH by T-Mobile.

1.8 "**CALEA**" means Communications Assistance for Law Enforcement Act.

1.9 "**Capital Stock**" means any and all shares, interests, participations, rights or other equivalents, however designated, of corporate stock or partnership or membership interests or other equity interests, whether common or preferred.

1.10 **"CDMA**" means code division multiple access wireless network technology.

1.11 "**Change of Control**" is defined in Section 12.8.

1.12 [***]

1.13 "**Closing**" has the meaning given in the Purchase Agreement.

1.14 "**Collected Taxes"** has the meaning given in Section 5.5(e).

1.15 [***]

1.16 "**Confidential Information**" is defined in Section 9.1.

1.17 "**CPNI**" means Customer Proprietary Network Information (as such term is defined in 47 U.S.C. Section 222(h)(1), as such provision may be amended at any time and from time to time).

1.18 "**Customer**" means a Person who directly or indirectly purchases services of the same or substantially the same type as the Service from T-Mobile. Customer does not include Persons who purchase Service from

DISH or its Distribution Partners or End Users, or from Customers of T-Mobile (e.g., other mobile virtual network operators) under such Customers' terms of service.

1.19 "**Device**" means a single unit of radio telephone equipment having a unique IMEI (including the associated SIM Card) for use in connection with its own Number which includes operating system and other software, and which is technically and operationally compatible with the applicable Facilities under Annex 1, Annex 2 or Annex 3, as the case may be.

1.20 **"DISH Facilities"** means the DISH RAN and DISH core network.

1.21 "**Distribution Partner**" has the meaning given in Section 2.3(a).

1.22 "**Domestic Long Distance**" means a communication from a Device with an assigned Number associated to one local access and transport area ("**LATA**") to a telephone number associated with another LATA.

1.23 "**Effective Date**" has the meaning set forth in the Preamble.

1.24 "**End User**" means a Person who obtains Service directly or indirectly, but only as expressly permitted by this Agreement, from DISH under DISH's terms of service..

1.25 "**End User Personal Data**" means any and all information relating to any DISH End User to which T-Mobile has access solely by virtue of (a) providing the Service under this Agreement or (b) acquiring such information pursuant to the Purchase Agreement, including, without limitation: (i) the IMEI, MSISDN, Number, names, addresses, email addresses, internet protocol addresses, other identifying information and/or other non-public information of any DISH End User; (ii) the fact that an individual is or was a DISH End User; (iii) CPNI; (iv) activation and suspension of service histories, service choices and preferences; and (v) other comparable information in each case related to any DISH End User's use of the Service. For clarity, End User Personal Data is the sole Confidential Information of DISH.

1.26 "**Equipment**" means all or any portion of the equipment, software, technology, handsets, accessories, Devices, or other materials or equipment used by DISH in its business operation or by End Users in their use of Service.

1.27 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

1.28 "**Facilities**" means the communications switching equipment and cell site transceiver equipment owned, operated, maintained, expanded, modified or replaced by T–Mobile or any of its wholly-owned subsidiaries to render Service or wireless communications services of the same or similar type as the Service to DISH, Customers, and End Users in the Territory.

1.29 "**FCC**" means the Federal Communications Commission.

1.30 "**Financial Investor**" means a non-strategic financial investor such as a retirement fund, a pension fund, exchange traded fund, sovereign wealth fund, or private equity fund.

1.31 "**Gigabyte**" **or** "**GB**" means 1,073,741,824 bytes.

1.32 "**Governmental Authority**" means any supra-national, or United States or foreign, national, federal, state, regional, municipal or local government (including any subdivision, court, tribunal, administrative agency or commission or other authority thereof) or any quasi-governmental authority, regulatory or administrative

body or other private body exercising any legislative, judicial, regulatory, taxing, importing, self-regulatory or other governmental or quasi-governmental authority.

1.33 "**Governmental Order**" means any decision, ruling, order, requirement, writ, injunction, decree, stipulation, determination, award, binding agreement or judgment issued or entered by or with any Governmental Authority.

1.34 "**IMEI**" means International Mobile Equipment Identity, the unique permanently assigned identification number installed in each Device when it is manufactured.

1.35 "**Indemnified Parties"** has the meaning given in Section 11.1.

1.36 **"Indemnifying Party"** has the meaning given in Section 11.1.

1.37 "**Intellectual Property Rights**" means all intellectual property rights throughout the world, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity, including but not limited to: (i) copyrights, trade secrets, Marks, patents, inventions, "moral rights," mask works, rights of personality, publicity or privacy, and any other intellectual property and proprietary rights; (ii) any application or right to apply for any of the rights referred to in this clause; and (iii) any and all renewals, extensions and restorations thereof, now or hereafter in force and effect.

1.38 **"International Long Distance"** means a communication between a Device with an assigned Number in the Territory to a telephone number assigned to a location outside of the Territory.

1.39 **"Invalidated Evidence"** has the meaning given in Section 5.5(c).

1.40 **"Invoice"** means any invoice issued in accordance with Section 5.4(a).

1.41 **"Kilobyte**" or "**KB**" means 1,024 bytes. All Kilobytes under this Agreement will be rounded to the nearest whole Kilobyte. For example, 32.5 Kilobytes will be counted as 33 Kilobytes under this Agreement.

1.42 "**Laws**" mean United States federal, state or local, foreign, multinational or other law (including common law), statute, rule, ordinance, regulation or Governmental Order of any Governmental Authority.

1.43 "**Legacy Network**" means the Sprint CDMA & LTE network on which Boost/Sprint pre-paid subscribers receive service as owned and operated by Sprint at the time of the consummation of the Business Combination Agreement, dated as of April 29, 2018, and as such network is modified and maintained by T-Mobile from time to time thereafter.

1.44 "**Legacy Network Services**" means the Service that T-Mobile will provide under Annex 1.

1.45 "**Legacy Network Services Phase**" means the period commencing on the Effective Date and ending on the last day of the term under the Transition Services Agreement.

1.46 "**Legacy Systems**" means the information technology systems generally used by T-Mobile to provide provisioning and billing services to DISH in connection with activities on the Legacy Network.

1.47 "**Local Calling Area**" means the geographic area which includes the areas within a Rate Center (i) where T-Mobile actively manages Local Numbers ("**T-Mobile Rate Center**"), and (ii) from which a local exchange carrier offers at least one local calling plan to a T-Mobile Rate Center.

1.48 "**Local Number**" means a Number that T-Mobile provides to DISH, to which Number a local exchange carrier provides at least one local calling plan from the zip code submitted to T-Mobile by DISH as part of DISH's request to activate Service to a SIM Card.

1.49 "**LTE**" means Long Term Evolution mobile communication standard of format (as defined in the applicable 3rd Generation Partnership Project ("**3GPP**") standards) as the same may be modified, updated or amended from time to time.

1.50 "**Marks"** means trademarks, service marks, logos, designs, icons, slogans, trade dress, sounds, colors, company names, trade names, fictitious or assumed business names, top-level domains, social networking names or "handles", or other source identifying devices

1.51 "**Megabyte**" or "**MB**" means 1,024 Kilobytes.

1.52 "**MMS**" means a multi-media message service message that may include graphic, audio or video in addition to text.

1.53 "**MMSC**" means a mobile messaging service center operated by or for T-Mobile that manages the distribution of MMS to End Users.

1.54 **"MNO Service"** means the Service made available to DISH pursuant to Annex 3.

1.55 "**MSISDN**" means the Mobile Subscriber Integrated Services Digital Network Number uniquely identifying a SIM Card.

1.56 "**Number**" means the ten digit telephone number (Numbering Plan Area/Numbering Plan Exchange) assigned by T-Mobile to a SIM Card used to provide access to Service.

1.57 "**Parent Entity**" means, with respect to any Person, any other Person that, directly or indirectly, holds more than 50% of the Voting Power of such first Person.

1.58 "**Permitted Owner**" means any Person who is the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of more than 50% of the Voting Power, provided that such Person is: (a) the Principal; (b) any Financial Investor; or (c) [***].

1.59 "**Person**" means any individual, subsidiary, corporation, limited liability company, partnership, co-partnership, firm, joint venture, association, joint stock company, trust, estate, unincorporated organization, governmental or regulatory body or other entity.

1.60 "**Personnel**" has the meaning given in Section 2.3(b).

1.61 **"PTCRB**" means PCS Type Certification Review Board.

1.62 "**Premium Customers**" means Customers who purchase T-Mobile's then-current premium or primary prepaid retail offering (on the T-Mobile Network, such offering is currently the Metro offering).

1.63 "**Principal**" means, collectively, (a) Charles W. Ergen, (b) the spouse and each immediate family member of the person named in clause (a), and (c) each trust, corporation, partnership or other entity (an "**Other Entity**") of which a person or persons described in clause (a) or (b) directly or indirectly holds at least 80% Voting Power or beneficial interest, if all other Voting Power and beneficial interest in such Other Entity (i) is connected to estate planning activities, (ii) was not purchased by and is not held by any third-party investor in any Parent Entity or Party holding the Wireless Communications Business (excluding for the

purpose of this clause (ii) common equity of Dish Network Corporation representing less than 5% of the outstanding Capital Stock of Dish Network Corporation) and (iii) does not convey pass-through Voting Power in respect of any Capital Stock of any other Person that is directly or indirectly owned by such Other Entity.

1.64 "**Proceeding**" has the meaning given in Section 12.18.

1.65 "**Purchase Agreement**" has the meaning assigned to such term in the Recitals.

1.66 "**Quarter**" means a calendar quarter or, to the extent the context requires, a portion thereof.

1.67 "**Rate Center**" means a geographic area that is used by a local exchange carrier to set rate boundaries for billing and for issuing Numbers.

1.68 "**Representatives**" mean, with respect to a Party, such Party's Affiliates and its and their respective directors, officers, employees, agents and advisors.

1.69 "**Restricted Owner**" means:

(a.) on or prior to the last day of the thirty-sixth (36th) month of the Term (the "**Transition Date**"), any "person" or "group" (as such terms are defined in Section 13(d) of the Exchange Act), other than a Permitted Owner or a Financial Investor; and

1.70 on the earlier of: (i) the Transition Date, or (ii) [***], any "person" or "group" (as such terms are defined in Section 13(d) of the Exchange Act) that is any of: (x) AT&T Inc. or Verizon Wireless or their respective successors, (y) any of [***] or their respective successors ("**Cable Companies**"), unless any **Cable Company**, prior to becoming a Restricted Owner, has entered into a mutually beneficial reciprocal facility sharing arrangement regarding broadband with T-Mobile as a condition precedent or (z) any Person (including any **Cable Company**), other than a Financial Investor, unless, prior to becoming a Restricted Owner, such Person has entered into a network usage agreement with T-Mobile, as a condition precedent, which prevents such Person from (A) [***], (B) [***], and (C) [***]. Any disputes arising from the negotiation of such a network usage agreement, reciprocal facility sharing arrangement, or any term in this section shall be resolved by the Antitrust Division of the United States Department of Justice in its sole discretion, provided such discretion shall be exercised in a reasonable manner.

(a.) A Permitted Owner or a Financial Investor shall not be a Restricted Owner, notwithstanding anything to the contrary in this Agreement.

1.71 "**Roaming**" means the service provided to a Customer or to DISH and its End Users via communications switching equipment or cell site transceiver equipment that is operated by a Person other than T-Mobile or its wholly owned subsidiaries, and with whom T-Mobile has an agreement to provide such services to Customers.

1.72 "**Roaming Carriers**" means Persons with whom T-Mobile has agreements for the provision of Roaming to Customers.

1.73 "**Service**" means the "Service" as defined in Annex 1, Annex 2 and/or Annex 3, as applicable.

1.74 "**Service Transaction Gateway**" means an API between T-Mobile and DISH through which DISH may view and perform transactions related to End Users' SIM Cards.

1.75 "**SIM Card**" means Subscriber Identity Module card.

1.76 "**SMS**" means a short message service text message with up to 160 characters of 7-bit ASCII text or 140 bytes of data sent from (i.e., SMS-Mobile Originated ("**SMS MO**")) or to (i.e., SMS-Mobile Terminated ("**SMS MT**")) an End User's Device.

1.77 "**Taxes and Fees**" has the meaning given in Section 5.5(a).

1.78 "**Territory**" or "**Territories**" means the United States of America (including the U.S. Virgin Islands and Puerto Rico).

1.79 "**T-Mobile Network**" means the wireless network generally accessible to Customers and to DISH and its End Users (i.e., currently LTE), and including future updates, improvements or releases to such network technologies ("**Updates**"; for clarity, upon deployment, 5G and 6G are Updates; provided, however that Updates to the T-Mobile Network for purposes of IoT Service are only as described in the IoT Addendum), including the Facilities that are operated by T-Mobile or any of its wholly-owned subsidiaries, and any successor networks to the T-Mobile Network that are operated by T-Mobile to provide the Service as contemplated by Section 2 or, subject to the express terms of this Agreement, wireless communications services of the same or similar type as the Service. The T-Mobile Network does not include the Legacy Network or any facilities operated by roaming carriers or by any entity that is not T-Mobile or a T-Mobile wholly-owned subsidiary.

1.80 "**T-Mobile Network Service**" means the Service that T-Mobile will provide under Annex 2.

1.81 "**T-Mobile Terms and Conditions**" means the T-Mobile Terms and Conditions located at www.T-Mobile.com, as updated by T-Mobile from time to time.

1.82 "**Transaction**" means any transaction or series of transactions (whether by way of acquisition, merger, consolidation, share exchange, business combination, recapitalization or reorganization, or other transaction or series of transactions).

1.83 "**Transition Services Agreement**" has the meaning given in the Purchase Agreement.

1.84 "**Verizon**" means Verizon Communications Inc. and its subsidiaries and controlled Affiliates.

1.85 "**Voting Power**" means the voting power of the shares of Capital Stock entitled to vote (including the voting power of any shares of Capital Stock or convertible or voting indebtedness that, subject to the occurrence of any contingency, exercise or conversion, would be entitled to vote, assuming the occurrence of such contingency, exercise or conversion) in the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority) who control the management and decision-making authority and policies of a Person.

1.86 "**Wireless Communications Business**" means the wireless customers, brands, network access rights and other wireless terrestrial telecommunications assets of DISH and its Affiliates, taken as a whole; provided that "Wireless Communications Business" shall exclude (x) all wireless terrestrial spectrum licenses and (y) interests in entities in which (i) all or substantially all of the wireless terrestrial spectrum licenses are held and (ii) no wireless customers, brands, network access rights or other wireless terrestrial telecommunications assets are held. For avoidance of doubt, the term "wireless customers" does not include any pay-TV direct broadcast satellite or over-the-top internet video customers.

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2. PROVISION OF SERVICE GENERALLY; NO INTEGRATION OF SERVICE

2.1 Subject to the terms and conditions of this Agreement, T-Mobile will provide to DISH:

(a) Legacy Network Services under Annex 1 (Legacy Network Services) during the Legacy Network Service Phase;

(b) the T-Mobile Network Service under Annex 2 (T-Mobile Network Service); and

(c) The MNO Service under Annex 3 (Infrastructure MNO Services).

2.2 [***]. Effective as of the Effective Date and thereafter throughout the Term, DISH may enter into one or more agreements with third parties that allow [***]. Subject to the limitations set forth in this Section 2.2 and the restrictions in the Transition Services Agreement, DISH will have the right to offer differentiated pricing, products and services (including post-paid services) and features under such brands as it may elect in conjunction with the Service. This Agreement is not exclusive for T-Mobile, and T-Mobile may engage other dealers, agents, and other Representatives and T-Mobile and others may directly compete with DISH in the Territory and elsewhere.

2.3 DISH's Sale of Service.

(a) ***Distribution Partners***. DISH may, in the ordinary course of its business and subject to Section 2.4, use agents, retailers, distributors and dealers to directly or indirectly market, sell and solicit orders for the Service under brands owned by DISH or its wholly owned affiliates to End Users, provided that the End Users' Service contract and relationship is with DISH or its wholly owned affiliates ("**Distribution Partners**"). DISH is fully responsible for all acts and omissions of its Distribution Partners and will require that Distribution Partners adhere to all terms and conditions of this Agreement. Acts or omissions of any Distribution Partner will be deemed acts or omissions of DISH for purposes of determining whether there has been a breach of this Agreement.

(b) ***Personnel***. DISH is fully responsible for all acts and omissions of its employees and contractors (collectively, "**Personnel**") and will require that Personnel adhere to all terms and conditions of this Agreement. Any breach by any Personnel (acting in their capacity as such) of the terms of this Agreement applicable to DISH including its Personnel (in their capacity as such) will be considered a breach by DISH.

2.4 Branding and Resale Restriction. DISH and its wholly owned affiliates may sell or distribute the Service, and will allow Distribution Partners to sell or distribute the Service (as further described in Section 2.3), [***]. DISH and its wholly owned affiliates may sell or distribute the Service in a bundle with any other party's service so long as [***]. DISH will make all pricing decisions, control End User Personal Data, and control all billing processes [***]; provided that such services may be provided in part or whole by T-Mobile under the direction of DISH pursuant to the Transition Services Agreement. Subject to the rights expressly granted in the previous sentence, DISH and its Distribution Partners may not wholesale, sub-distribute or resell the Service or any component thereof to [***]. Without limiting the foregoing, DISH may not sell or provide access to the Service to any Person for the purpose of that Person re-selling or using the Service under such Person's own brand or pursuant to a Service contract between the end user and any Person other than DISH. DISH and its Distribution Partners may not sell or distribute the Service to End Users for an End User's resale or further commercial distribution of the Service. Notwithstanding anything to the contrary set forth herein, in no event shall [***].

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2.5 **Customer Service and Communications**. Unless DISH is required by applicable Laws, DISH will not use any T-Mobile Mark or T-Mobile's name in its End User materials, including but not limited to DISH's packaging, marketing, and promotional materials, coverage maps, End User contracts, SIM Cards, Devices, the handset display, point of sale materials, or any other products, services, materials, publicity or other communications without T-Mobile's prior written consent, which T-Mobile may withhold in its sole discretion. "**T-Mobile Mark**" means any T-Mobile name, tradename, mark, trademark, service mark, trade dress (including color), brand, and logo. DISH will not, directly or indirectly, [***]. T-Mobile will enable DISH to port Numbers off of the T-Mobile Network. DISH will not indicate in its End User agreements that an End User may acquire a proprietary interest in any Number assigned to it, unless required by applicable law, and then only to the extent so required.

3. CUSTOMER CARE.

3.1 **Customer Care.** DISH will provide all customer service to its End Users, including without limitation issues related to (a) the issuance, sale, adjustment, modification, addition, replenishment, or recharge of any Service, (b) End User requests, (c) Devices, and (d) standard account maintenance. DISH is responsible for the development of the required training materials and tools to educate customer service resources. DISH may not provide or disclose T-Mobile's customer care number to any Person other than an Affiliate for purposes consistent with this Agreement. T-Mobile has no obligation to provide customer care tools to DISH under this Agreement, but, if T-Mobile does, DISH will not provide access to the customer care tools directly to End Users. Each Party will provide to the other contact information for escalation of customer care support between T-Mobile and DISH.

3.2 **Scope.** T-Mobile customer care representatives will use commercially reasonable efforts to address and respond to DISH representatives that raise End User issues relating to advanced provisioning, advanced voicemail and troubleshooting with respect to T-Mobile's network infrastructure. For all other issues, DISH will only use the customer support tools provided by T-Mobile for submitting such issues to T-Mobile.

4. GOVERNMENT REGULATION, LAWFUL INTERCEPTS, AND 911.

4.1 **Compliance with Laws and Regulations.**

(a) Each Party represents, warrants, and covenants that, with respect to its activities in furtherance of or in connection with provision or use of the Service under this Agreement, it will:

(i) comply in all material respects with all applicable Laws including, but not limited to, all electronic surveillance Laws, Laws relating to personal identifiable information, privacy Laws, any and all state public utility commission registrations, Taxes and Fees, CALEA and implementing rules, the Communications Act of 1934, as amended, international long distance (i.e., **"Section 214 authority"**), and the FCC implementing rules and orders (e.g., CPNI) rules, compliance programs, certifications and filings, and

(ii) not negligently cause the other Party to be in material violation of any applicable Laws.

(b) DISH is solely responsible for, and accordingly is solely liable for, all Numbers, including ensuring that all Numbers are assigned, used and disconnected in accordance with all applicable Laws and industry numbering resource guidelines. With respect to Numbers that T-Mobile makes available to DISH, until such time as DISH is providing services to end users pursuant to Annex 3, T-Mobile will remain the "Primary Carrier" and DISH will remain the "Intermediate Non-Carrier Entity" as defined by the regulations of the Federal Communications Commission. The Parties shall agree to modifications to this Agreement that are reasonably necessary to comply with any

change in Laws related to its practices. Each Party must store all of its subscriber information (including without limitation call transactional data, call associated data, call identifying data, subscriber information and subscriber billing records (and including End User Personal Data with respect to DISH) in the United States. Each Party may not provide, authorize, or allow any third party (including Affiliates) to provide any subscriber information to any non-United States government except as required by applicable non-United States law and permitted by applicable Law. Each Party will ensure that any and all subscriber information is not and will not be subject to any mandatory foreign destruction laws.

4.2 **Subpoenas.** DISH will comply with lawful process. DISH and T-Mobile will cooperate in good faith in responding to lawful process in connection with provision or use of the Service under this Agreement. T-Mobile is authorized to act on behalf of DISH in responding to lawful process regarding call-related information within its custody or control. T-Mobile will only be responsible for responding to lawful process with respect to call-related information to the extent within its custody and control (i.e., DISH does not have the information). DISH is responsible for responding to all subpoenas for information beyond T-Mobile's obligation set forth in the preceding sentence. DISH will give T-Mobile a toll-free telephone contact number that will be available at all times (24/7/365) to which T-Mobile may refer subpoena requests for End User information and call-related information that T-Mobile does not have.

4.3 **Lawful Intercepts.** Each Party agrees to cooperate with the other regarding government requests for lawful intercepts of an End User pursuant to a valid court order. T-Mobile shall provide a lawful intercept compliance solution for the Service that satisfies the lawful intercept capability and capacity obligations of T-Mobile and DISH under CALEA. T-Mobile may set, and DISH will communicate to the applicable Governmental Authority, a commercially reasonable fee for the purpose of recovering the costs of an intercept ("**Intercept Fee**"), provided that in any event TMobile` shall comply with CALEA for the Service if required by Law. T-Mobile has the right to directly bill the Governmental Authority seeking the lawful intercept for the Intercept Fee. DISH is not entitled to any portion of the Intercept Fee. T-Mobile is authorized to act on behalf of DISH in responding to requests for lawful intercepts with regard to End Users, provided that T-Mobile provides prior written notice of such lawful intercepts as permitted by applicable Law.

4.4 **911 Calls.** T-Mobile will reply to requests from 911 calling centers relating to End Users in substantially the same manner as it does for calls relating to its own subscribers, and will provide calling and location information, to the extent that it is available to T-Mobile, consistent with its internal practices relating to 911 calls. T-Mobile is hereby authorized to act on behalf of DISH in responding to 911 public safety answering points with regard to End Users. DISH understands and agrees that 911 calls while Roaming may be handled by the Roaming Carrier. This Section 4.4 does not apply in connection with the Service provided under Annex 3.

4.5 **Targeting and Use of End User Personal Data.** During and after the Term, [***].

5. FEES, PAYMENT, REPORTING, TAXES.

5.1 **Payment Obligations.** As more fully described in this Section 5, DISH is solely responsible for the payment of all fees, charges and other amounts as set forth in this Agreement including, but not limited to, all Service access and usage with respect to any Service including without limitation all amounts related to Fraudulent Usage (as defined in the applicable Annex).

5.2 **Schedule of Service Rates, Charges, Fees and Other Amounts.** In consideration for the Service to be provided in this Agreement, DISH will pay T-Mobile the amounts for Service set forth in Annex 4 (Pricing) of this Agreement.

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5.3 **Calculation for Service.** T-Mobile will calculate the volume of Service used by End Users in accordance with the applicable procedures set forth in Annex 4.

5.4 **Invoice and Billing.**

(a) ***Invoice.***

(i) Within 30 days after the end of each Billing Cycle, T-Mobile will provide DISH with a summary invoice (the "**Invoice**") of the charges, fees, deposits, and other amounts owed to T-Mobile, except that any delay on the part of T-Mobile in sending out any Invoice will not relieve DISH of the obligation to pay the amounts reflected in the Invoice when received. DISH will pay T-Mobile the amounts set forth in each Invoice within 60 days after the date of receipt of the electronic Invoice. T-Mobile represents that as of the Effective Date, it does not provide any other mobile virtual network operator Customer payment terms that are longer than the foregoing. [***]. Nothing in this Agreement will affect T-Mobile's right to amend, modify, change or otherwise update its Billing Cycle or billing systems.

(b) ***Disputes.*** DISH must notify T-Mobile of any disputed Invoice amounts within 30 days after receipt of the Invoice, and the Parties will work in good faith to expeditiously resolve any dispute. Regardless of any notations that may accompany any payment, T-Mobile's acceptance of any payment will not be deemed a waiver of any disputed amounts or Invoices. If there is a dispute over any Invoice, DISH will nevertheless promptly remit to T-Mobile the full amount of the Invoice. DISH expressly acknowledges that some charges incurred in a Billing Cycle may not appear on the Invoice for the Billing Cycle and that the charges will appear on subsequent Invoices. DISH is responsible for payment of any and all charges that are delayed or appear on any subsequent Invoice(s) for fees incurred within 180 days before the Invoice date. [***].

5.5 **Taxes and Governmental Fees**.

(a) T-Mobile: (i) will [***]. Notwithstanding anything to the contrary contained in this Agreement, [***].

(b) DISH, in its sole discretion, will utilize the best information available to it to determine the correct situs for Taxes and Fees applicable to Service purchased by DISH under this Agreement.

(c) T-Mobile and DISH agree and acknowledge that, under this Agreement, DISH is purchasing Service for resale to DISH's End Users and that DISH has an obligation to ensure that any necessary resale certificate is valid and has been provided to T-Mobile. Any resale certificate provided will only apply to Taxes and Fees incurred after the date T-Mobile receives the certificate. If the certificate is later found to be invalid by a governmental entity ("**Invalidated Evidence**") where the certificate was used to avoid the payment of any Taxes and Fees by DISH, then DISH is responsible for, and will promptly remit to T-Mobile or the applicable governmental entity, all tax, interest and penalties levied or imposed upon T-Mobile due to the Invalidated Evidence. If (i) DISH does not provide or maintain a valid certificate, or (ii) a certificate is not applicable in a particular jurisdiction, T-Mobile may invoice DISH and DISH will remit, all taxes applicable in that jurisdiction with respect to the transactions or payments contemplated under this Agreement. DISH agrees that it will provide any governmental forms or documentation that T-Mobile may require to satisfy its federal, state or local governmental reporting requirements.

(d) If DISH believes it is exempt from any tax, regulatory fee, or charge for any reason other than on the basis of a resale exemption, DISH will provide T-Mobile with appropriate documentation evidencing the claimed exemption and T-Mobile will exempt DISH to the extent that T-Mobile is satisfied in its reasonable discretion that the exemption is in accordance with applicable law. T-Mobile will provide an explanation of the computation of Taxes and Fees due from DISH promptly after DISH's request. If T-Mobile becomes aware that any Taxes and Fees were incorrectly or erroneously collected from DISH, upon confirmation of the amount and period involved and subject to an open statute of limitations, T-Mobile will notify DISH and will promptly refund or credit DISH the incorrectly or erroneously collected Taxes and Fees. T-Mobile and DISH will work cooperatively to take reasonable steps to minimize Taxes and Fees in accordance with all relevant laws, regulations and judicial decisions.

(e) DISH is also responsible for determining, billing and remitting the [***].

(f) All payments made by DISH under this Agreement will be made without any deduction or withholding for or on account of any taxes or regulatory charges or fees imposed by any taxing or Governmental Authority of any country or state unless DISH is or was required by Law to make any such deduction or withholding.

5.6 Audits

(a) T-Mobile may cause an independent third party auditor selected by DISH and reasonably acceptable to T-Mobile (an "**Auditor**") to audit the books, and records of T-Mobile to the extent necessary to determine T-Mobile's compliance with this Agreement with respect to the amounts paid or payable pursuant to Annex 4. The Parties agree that the "big four" accounting firms will be reasonably acceptable to T-Mobile. DISH shall have the right to cause an Auditor to audit the books and records of T-Mobile once in any twelve-month period during the period that T-Mobile is obligated to provide the Service. DISH shall also have the right to cause an Auditor to audit the books and records of T-Mobile pertaining to the Service within twelve months after the final payment is made by DISH to T-Mobile pursuant to this Agreement.

(b) Any audit shall be conducted during regular business hours and in a manner that complies with the building and security requirements of T-Mobile. Such audits shall not interfere unreasonably with the operations of T-Mobile. DISH shall provide notice to T-Mobile not less than 30 calendar days prior to the commencement of the audit and shall specify the date on which the audit will commence. DISH shall pay the costs of conducting such audit, including the reasonable out-of-pocket costs of T-Mobile and its Affiliates for cooperating with such audit, unless the results of an audit reasonably indicate an overpayment by DISH of 5% or more, in which case T-Mobile shall pay the reasonable out-of-pocket costs of DISH up to the amount of the overpayment. If an audit reveals that DISH has overpaid T-Mobile by any amounts, T-Mobile shall pay to DISH the amount of such overpayment, without set-off or deduction. If an audit reveals that DISH has underpaid T-Mobile by any amounts, DISH shall pay to T-Mobile the amount of such underpayment, without set-off or deduction.

(c) Prior to any audit conducted pursuant to this Section 5.6, DISH shall cause the Auditor to enter into an agreement reasonably acceptable to T-Mobile that prohibits the Auditor from disclosing certain specified information in the books and records to DISH or any of its Affiliates or any of its or their Representatives other than in summary form and other than as may be reasonably required to provide DISH with information necessary to demonstrate the amount of any underpayment or overpayment. T-Mobile shall be named an intended third party beneficiary of such agreement with a right to directly enforce its terms.

5.7 [***]. T-Mobile represents and warrants that, as of the Effective Date, [***].

6. TERM AND TERMINATION.

6.1 **Term.** Subject to the rights of termination set forth in this Section 6 and in Section 12.3, and to the terms of Section 12.8, the term of this Agreement will begin on the Effective Date and will continue until the seventh anniversary of the Effective Date (the "**Term**").

6.2 **Termination for Cause.**

(a) Upon 30 days prior written notice to the other Party, a Party may terminate this Agreement for cause upon Default by the other Party as specified in this Section 6.2(a), provided that such other Party has not cured (or commenced to cure with respect to Defaults that are not reasonably capable of cure within 30 days, in which case the Default must be cured within 15 more days for a total of 45 days) the Default during the 30 or 45 day period, whichever is applicable, after the date of the notice. "**Default**" means and includes each of the following under this Agreement:

(i) the material violation or breach of any FCC rule or regulation in connection with the Service, which violation or breach has a material adverse effect on the non-breaching Party; or

(ii) the material violation or breach of any other Law or other requirement of a governmental entity in connection with the Service, which violation or breach has a material adverse effect on the other Party.

(b) Suspension Default. T-Mobile may suspend DISH's access to the Service Transaction Gateway to [***] (provided that DISH may continue to access the Service Transaction Gateway to support [***]) and T-Mobile may [***] in the event there is a Suspension Default by DISH that has not been cured within [***] days from the date of the Suspension Default, where a "Suspension Default" means a [***]. T-Mobile may suspend DISH's access to the Service Transaction Gateway [***]. Once the Suspension Default or [***] has been cured, T-Mobile will restore any previously suspended access to the Service Transaction Gateway.

6.3 **Termination Upon Mutual Agreement.** The Parties may agree by mutual written agreement to terminate this Agreement.

6.4 **Survival of Obligations.** The following sections will survive any termination or expiration of this Agreement: Sections 1, 5.5, 5.6, 6.4, 6.5, 7, 9, 10, 11, 12 and 13. Termination or expiration of this Agreement will not release either Party from any liability that has already accrued to the other Party at the time of termination or expiration or that thereafter may accrue with respect to any act or omission prior to termination or expiration, or from any obligation that is stated in this Agreement to survive termination or expiration.

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6.5 Post Termination/Expiration Obligations. Upon termination or expiration of the Agreement for any reason:

(a) DISH will promptly cease production of any new promotional materials and marketing campaigns related solely to the Service;

(b) DISH will promptly discontinue the activation of new End Users; provided that all activations of End Users that occur within five business days following the termination or expiration date will be deemed to have occurred prior to such termination or expiration; and

(c) DISH will remain solely responsible for its obligations to Distribution Partners and End Users and for all charges incurred by DISH or its End Users for the Service, including any charges incurred after the date of expiration or termination.

(d) Except for T-Mobile's termination of this Agreement for cause pursuant to Section 6.2, in which case T-Mobile is not obligated to provide any post termination assistance, upon expiration or termination of this Agreement, unless DISH has provided T-Mobile written notice that it intends to exit and discontinue its operations at least 180 days before the end of the Term, it will be assumed by both Parties that DISH will continue its operations for its existing End Users at such time, and T-Mobile and DISH will cooperate solely as necessary to enable existing End Users to continue the Service (including the ability for such existing End Users to purchase additional Service) with minimal disruption. DISH is solely responsible for compliance with any and all federal, state, and local regulatory compliance obligations Laws relating to notices of cessation or suspension of Service to End Users.

7. INTELLECTUAL PROPERTY RIGHTS.

7.1 Ownership of Equipment and Service. DISH acknowledges that the Facilities and Service involve valuable Intellectual Property Rights of T-Mobile and its licensors. As between DISH and T-Mobile, T-Mobile retains all right, title, and interest in and to the Facilities and the Service, and no title to or ownership of any Intellectual Property Rights associated with any Facilities or Service are transferred to DISH or any End User under this Agreement.

7.2 Protection of T-Mobile Rights. DISH will promptly notify T-Mobile of any infringement, misappropriation, or violation of any Intellectual Property Rights of T-Mobile or the licensor) of the T-Mobile Mark that comes to DISH's attention and that is related to performance under this Agreement. Nothing set forth herein may be construed as a license from T-Mobile to use any T-Mobile Intellectual Property Rights, including but not limited to T-Mobile Marks, to DISH or any Distribution Partner. DISH will not and DISH will ensure that its Distribution Partners will not adopt or use any Marks that are identical or confusingly similar to T-Mobile Marks in connection with activities under this Agreement. DISH will not and DISH will use commercially reasonable efforts to ensure that its Distribution Partners will not infringe or violate any Intellectual Property Rights of T-Mobile in connection with activities under this Agreement, and will use its commercially reasonable efforts to preserve and protect T-Mobile's and its licensor's interest (with respect to the T-Mobile Mark) in their respective Intellectual Property Rights. In the event of any infringement, misappropriation or violation by or resulting from the activities of DISH or any of its officers, employees, agents, Distribution Partners, contractors, End Users, or Representatives, DISH will promptly report the infringement, misappropriation, or violation to T-Mobile and T-Mobile will take all steps T-Mobile deems reasonably necessary to terminate the infringement, misappropriation or violation. T-Mobile or its designee will have exclusive control over the prosecution and settlement of any legal Proceeding to enforce, to recover damages on account of any infringement, misappropriation or violation, and to defend any of its or its licensor's Intellectual Property Rights. Without limiting the generality of the foregoing, DISH will: (a) provide such assistance related to the Proceeding as T-Mobile

may reasonably request; and (b) reasonably assist T-Mobile in enforcing any settlement or order made in connection with the Proceeding; provided that T-Mobile will reimburse the expenses reasonably incurred by DISH to provide the assistance in accordance with T-Mobile's requests for the assistance.

8. CYBERSECURITY

8.1 **Vulnerability Management**. In T-Mobile's performance of the Services, T-Mobile will employ industry standard tools and practices to identify and remediate vulnerabilities or weaknesses in the Facilities or the T-Mobile network software. T-Mobile will provide or cause to be provided documentation of T-Mobile's patch management program(s) and update process(es), which will include such T-Mobile: (i) method(s) or recommendation(s) for how the integrity of a patch is to be validated by DISH and (ii) approach(es) and capability or capabilities to remediate newly reported zero-day vulnerabilities. T-Mobile will make commercially reasonable efforts to ensure that any software incorporated into, or intended to be incorporated into, the Service includes all known available updates and all known available patches for the remediation of any and all known vulnerabilities or weaknesses; provided that with respect to remediation of vulnerabilities and weaknesses: (a) at the time of delivery T-Mobile will make commercially reasonable efforts to ensure that such software includes all available updates and patches for the remediation of all then known critical and high priority vulnerabilities and weaknesses with such remediation subject to approval by DISH and (b) T-Mobile will make commercially reasonable efforts to provide a report on all then known vulnerabilities and weaknesses and a plan for prioritization and remediation thereof with such remediation subject to approval by DISH.

8.2 **Software Logs**. T-Mobile will make commercially reasonable efforts to maintain, at all times during which the Service is provided, accurate and complete logs of all software updates and software versions and software releases related to any software required for DISH or any End User to receive the Service. Such logs will be available for audit by DISH upon request, and T-Mobile will make such logs available as soon as reasonably practicable. In the event that such logs do not provide sufficient information or detail for any purposes related to DISH's cybersecurity audits, T-Mobile will cooperate and provide such further relevant information as reasonably requested by DISH and will permit a third party designated by DISH, to inspect T-Mobile's records related to any such software.

8.3 **Inappropriate Data Collection**. T-Mobile represents, warrants, covenants and agrees that at no time during the Term will T-Mobile, its wholly owned subsidiaries, subcontractors or vendors directly or indirectly (though the Facilities or any required T-Mobile network software) engage in any collection, use, distribution or storage by T-Mobile or its wholly-owned subsidiaries or subcontractors of any End User Personal Data that is not (i) authorized by DISH and required for performance under this Agreement or (ii) required by Law (which in such case, T-Mobile shall provide DISH as much advance reasonable notice as permitted by such Law, if any).

8.4 **Receipt, Processing and Storage of DISH Personal Data**. At all times during the Term (or at any time that T-Mobile is in receipt of any End User Personal Data as a result of its current or prior performance of the Service) T-Mobile will process, store, and transmit, as applicable, any End User Personal Data in its possession or control in accordance with T-Mobile's information security policies as they may be updated from time to time. T-Mobile's information security policies will be designed to secure, protect, transmit, and dispose of such End User Personal Data in accordance with industry best practices, and to comply with all applicable laws. Additionally, T-Mobile acknowledges and agrees that the FCC has issued rules and orders relating to the access, use and safeguarding of CPNI (the "**CPNI Rules**") and in the event any End User Personal Data received by T-Mobile constitutes CPNI then T-Mobile will fully comply with the CPNI Rules in addition to the other requirements set forth in this Section 8.4.

8.5 **Security Breach.** In the event of any security breach then the Party who discovers the security breach will immediately notify the other Party of such security breach. T-Mobile covenants to: (i) conduct a review to determine the cause of the security breach and (ii) provide DISH with a written report describing in reasonable detail the cause of the security breach. To the extent the security breach is a result of a failure of

the Facilities or T-Mobile network software, T-Mobile will: (a) take all reasonable actions designed to prevent future security breaches arising from the same or similar failures, and describe such actions to DISH in writing; and (b) cooperate with DISH in carrying any associated damage mitigation efforts. For the avoidance of doubt, T-Mobile's compliance with the terms and conditions of this Section 8.5 will not relieve T-Mobile of any of its obligations under any provision of this Agreement.

8.6 **Independent Auditing and Verification**. Notwithstanding anything to the contrary in this Agreement, DISH reserves the right to establish an independent auditing or verification system or to implement a cyber risk management plan, whether alone or in collaboration with any Person or Persons (expressly including any governmental authority), pursuant to which any such Person or Persons designated by DISH, together with or independently from DISH, may audit or verify at DISH's expense in a manner that does not interfere with T-Mobile's operations or the T-Mobile network, and no more frequently than once in any calendar year, that any processes or policies that T-Mobile implements or effects in furtherance of this Section 8 comply in all material respects with this Agreement and applicable Law. In the event that DISH establishes such a system or plan, T-Mobile will cooperate fully and in good faith with DISH and any other such Person in the implementation of such system or plan. T-Mobile's cooperation under this Section 8.6 will be conditioned upon T-Mobile's determination that such system or plan does not give rise to an unreasonable risk of breach of security or confidentiality, and that T-Mobile's cooperation is either commercially reasonable or T-Mobile's expenses related to its cooperation are paid by DISH. In addition, if T-Mobile receives a cyber risk management report from an independent auditing entity, which report identifies a material risk that affects T-Mobile's provision of the Service to DISH under this Agreement, T-Mobile will notify DISH of the material risk that has been identified as a cyber risk.

9. CONFIDENTIALITY.

9.1 Confidential Information.

(a) "**Confidential Information**" means all information of or relating to either Party (whether of a business, technical or other nature) that the other Party knows or reasonably should know to be confidential or proprietary. Without limiting the generality of the foregoing, "**Confidential Information**" includes all information not generally known to the public that relates to the business, technology, finances, budgets, projections, proposals, practices of either Party, including, without limitation, End User Personal Data, the existence or terms of this Agreement, and all information relating to either Party's business plans and proposals, marketing plans and proposals, technical plans and proposals, research and development, and pricing plans, and the relationship between the Parties, including its existence. Any and all media (whether written, film, tape, optical, magnetic, opto-magnetic or otherwise) embodying any of the information described above are also Confidential Information. All Confidential Information of a Party will be considered trade secrets of that Party and will be entitled to all protections given by Law to trade secrets.

(b) Confidential Information does not include information that: (i) was in or entered the public domain through no fault of the receiving Party; (ii) the receiving Party can show, by written evidence, was rightfully in the receiving Party's possession without any obligation of confidentiality prior to receipt thereof from the disclosing Party; (iii) is disclosed to receiving Party by a Person other than the disclosing Party who was legally entitled at the time of disclosure to make the disclosure without breach of any obligation of confidentiality; (iv) is required to be disclosed by applicable Laws (but only to the extent required to be disclosed); or (v) is independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party. Nothing in this Agreement will be construed to restrict T-Mobile's right to collect and analyze data regarding activity on the T-Mobile Network and, other than expressly set forth in this Agreement, T-Mobile will be under no obligation to share such data or the outcome of its independent analysis with DISH.

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9.2 **Non-Disclosure of Confidential Information.** During the Term and at all times thereafter, both Parties and their respective employees and contractors may not directly or indirectly (a) use any Confidential Information for any purpose other than that for which it is used or disclosed under the terms of this Agreement; (b) disclose to any Person any Confidential Information of the other Party or in any other way publicly or privately disseminate the Confidential Information (except that the Parties may disclose Confidential Information in connection with any reports made to a Governmental Authority to the extent that such Confidential Information is required to be provided in such reports) or (c) assist, authorize or encourage anyone else to use, disclose, or disseminate any Confidential Information of the other Party. The Parties will: (i) hold all Confidential Information in confidence using the same degree of care that the Party uses to protect its own confidential and proprietary information (but in no event less than reasonable care); (ii) use the Confidential Information only for the purpose of performing obligations under this Agreement; (iii) reproduce any Confidential Information only to the extent necessary to perform its obligations; (iv) restrict disclosure of and access to the Confidential Information only to those employees and contractors who are directly concerned with, and who agree to maintain the confidentiality of, the Confidential Information; and (v) take all precautions necessary and appropriate to guard the confidentiality of the Confidential Information, including informing employees and contractors who handle the information that it is confidential and not to be disclosed to others. Upon termination of this Agreement, both Parties will promptly return or destroy, at the election of the disclosing Party, all Confidential Information of the disclosing Party in its (or its employees' or contractors') possession or control (including all originals and copies of all or any portion of any Confidential Information). Each Party is responsible for ensuring compliance with this Section 9.2 by all of its employees and Representatives. Any conduct violating the provisions of this Section 9.2 will constitute a material breach of this Agreement.

10. WARRANTIES; DISCLAIMER.

10.1 **Mutual Representations and Warranties**. DISH represents and warrants to T-Mobile, and T-Mobile represents and warrants to DISH, that (i) it is a legal entity duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted; (ii) it has the power and authority to execute and deliver this Agreement and perform its obligations hereunder and activities contemplated hereby; (iii) it is duly qualified as a foreign entity and is in good standing in each jurisdiction where such qualification is required, except for those jurisdictions where the failure to be so qualified would not, individually or in the aggregate, have a material adverse effect on its ability to fulfill its obligations hereunder; (iv) this Agreement constitutes a valid and binding obligations on it, enforceable against it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or effecting creditors' rights or by general equity principles); (v) from the date of the Purchase Agreement through the Closing Date of the Purchase Agreement, DISH has taken no action that would have constituted a Restricted Transfer pursuant to Section 12.7 or a Change of Control pursuant to Section 12.8 had those provisions been in effect during that period of time; and (vi) the execution, delivery and performance of this Agreement will not conflict with, violate or result in a breach of the "**FCC MNSA Approval**" (as defined in the Purchase Agreement).

10.2 **<u>WARRANTY DISCLAIMER</u>. EXCEPT AS EXPRESSLY STATED HEREIN, NEITHER PARTY OR ITS AFFILIATES MAKE ANY EXPRESS WARRANTIES, AND EACH PARTY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, TO THE OTHER PARTY OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, AND QUIET ENJOYMENT. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, T-MOBILE PROVIDES THE SERVICE (INCLUDING ALL ROAMING AND OTHER SERVICES) AND THE FACILITIES "AS IS" AND "WHERE IS." T-MOBILE DOES NOT GUARANTEE THAT ALL EQUIPMENT WILL WORK CORRECTLY (OR AT ALL) WITH THE T-MOBILE NETWORK**

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OR THE SERVICE, AND EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT T-MOBILE WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY BETWEEN EQUIPMENT AND THE T-MOBILE NETWORK OR SERVICE. DISH ACKNOWLEDGES THAT T-MOBILE WILL HAVE NO LIABILITY EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT FOR ANY FAILURE, DEFECTS, MALFUNCTIONS OR ERRORS IN THE FACILITIES OR FOR THE PROVISION OF SERVICE TO DISH OR ITS END USERS.

11. INDEMNITIES

11.1 **General Indemnification.** Each Party hereto will defend, indemnify and hold harmless (in such capacity, the "**Indemnifying Party**") the other Party, its Affiliates and it and their respective former, current and future officers, directors, employees, agents, contractors, successors and assigns (collectively, "**Indemnified Parties**"), from and against all third party (including Customers, Distribution Partners, End Users and Roaming Carriers) claims, costs, liabilities, damages and expenses of every kind, including court costs, and reasonable and documented attorneys' and expert witness fees incurred as a result of all third party claims, demands, actions, suits, arbitrations, assessments, adjustments or other Proceedings (collectively, "**Claims**") (i) arising from a material breach of this Agreement by the Indemnifying Party; (ii) alleging that any Equipment (excluding any Facilities) developed, used or sold by the Indemnifying Party (or its Distribution Partners, in the case of DISH) in conjunction with the Service infringes the Intellectual Property Rights of another Person; or (iii) arising out of advertisements, promotional, or other marketing materials developed or used by the Indemnifying Party (or its Distribution Partners, in the case of DISH) (with respect to each of clauses (i) through (iii) above, except if and to the extent such Claims arise out of or with respect to any willful misconduct, gross negligence or breach of this Agreement by any Indemnified Party of the Party seeking indemnification under this Section 11.1).

11.2 Each Indemnified Party will promptly notify the Indemnifying Party of any Claim to which these indemnification obligations may apply. Failure to provide prompt notice will not relieve the Indemnifying Party of its obligation to indemnify, except and solely to the extent that the Indemnifying Party is actually prejudiced by such Indemnified Party's failure to provide prompt notice. Subject to the following sentence, upon receiving notice of a Claim, the Indemnifying Party will assume the defense of the Claim, employ counsel reasonably acceptable to the Indemnified Party, and contest, pay, or settle the Claim as it may determine, except that the Indemnifying Party will not enter into any settlement that adversely affects the Indemnified Parties' rights or interests without the prior written consent of such Indemnified Parties, which consent will not be unreasonably withheld. Notwithstanding the preceding sentence, an Indemnified Party is entitled to defend a Claim through counsel of its own choosing without the participation of the Indemnifying Party and at the Indemnifying Party's expense, if: (i) the Indemnifying Party fails or refuses to defend the Claim on or before the 15th business day after such Indemnified Party has given written notice pursuant to this section or (ii) representation of DISH and T-Mobile by the same counsel has the potential to constitute a conflict of interest. Each Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. At its own expense, each Indemnified Party will be entitled to participate in the defense of any Claim.

11.3 LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING FROM (I) A BREACH OF SECTION 4.5 (TARGETING AND USE OF END USER PERSONAL DATA), SECTION 2.1(E) OF ANNEX 1 (NONDISCRIMINATION), SECTION 2.5 OF ANNEX 2 (NONDISCRIMINATION), WHICH WILL BE SUBJECT TO SECTION 11.4; OR (II) A BREACH OF SECTION 8 (CONFIDENTIALITY), GROSS NEGLIGENCE OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, OR A PARTY'S INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT (BUT, AS IT RELATES TO THE INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, ONLY WITH RESPECT TO DAMAGES AWARDED IN RESPECT OF CLAIMS OF OR AMOUNTS OTHERWISE PAID TO THIRD PARTIES), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT

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LIMITED TO, LOST REVENUE OR PROFITS, IN CONNECTION WITH THIS AGREEMENT OR ITS BREACH, OR ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OF BUSINESS BETWEEN THEM, EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.4 T-MOBILE MAY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN AN AGGREGATE AMOUNT NOT TO EXCEED [***] ARISING FROM T-MOBILE'S [***], ONLY IN THE EVENT THAT T-MOBILE'S BREACH OF ANY OF THE FOREGOING CONTINUES AFTER [***] FOLLOWING T-MOBILE'S RECEIPT OF DISH'S WRITTEN NOTICE TO T-MOBILE SPECIFYING SUCH BREACH. NOTHING HEREIN SHALL RESTRICT DISH'S ABILITY TO SEEK INJUNCTIVE RELIEF IN ACCORDANCE WITH SECTION 12.15.

12. GENERAL PROVISIONS.

12.1 **Notices.** All notices and other communications under this Agreement will be given in writing (email sufficient) and be deemed to have been duly given and effective:

(a) upon receipt if delivered in person, via United States mail or via national overnight express delivery service; or

(b) upon sending if delivered via fax copy (but only if the sending Party receives written confirmation of the successful transmission thereof) or via email (but only if the sending Party, on or before the date that is one (1) business day following the date on which it sends such notice by email, also sends a copy of such notice by one of the other, non-email methods permitted under this Section).

Either Party may change the following contact information upon written notice to the other Party.

Notices are to be delivered or transmitted to:

If to DISH:
Attention: Chief Operating Officer
DISH Purchasing Corporation
9601 South Meridian Blvd.
Englewood, Colorado 80112
Email: [***]
Fax: [***]
With a copy to:

Legal Department – General Counsel
DISH Network Corporation
9601 South Meridian Blvd.
Englewood, Colorado 80112
Email: [***]

And a copy to:

Legal Department – Head of Prepaid Wireless
DISH Network Corporation
9601 South Meridian Blvd.
Englewood, Colorado 80112

If to T-Mobile:

Vice President – Wholesale
T-Mobile USA, Inc.
12920 S.E. 38th Street Bellevue, Washington 98006
Email: [***]
Fax: [***]

With a copy to:

Legal Department – General Counsel
T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, Washington 98006
Email: [***]
Fax: [***]

12.2 **Insurance.** Each Party will maintain, at its cost, a program of insurance against liability and other risks associated with its activities and obligations under this Agreement, in such amounts, subject to such deductibles and on such terms as are appropriate in such Party's sole discretion for the activities to be conducted by it under this Agreement. All insurance required by this Section 12.2 will be maintained for at least three (3) years after the Term.

12.3 **Force Majeure.** Either Party's performance, except for payment obligations, under this Agreement will be excused if the non-performance is due to factors outside the Party's control, such as riots; Governmental Orders; epidemics; acts of civil or military authority; war; terrorism; adoption of Laws after the Effective Date that prevents a Party's performance under this Agreement; acts of God; civil commotion; or acts of nature for the period of time that the force majeure condition exists; provided, however, that if a Party's non-performance due to a force majeure condition continues for more than 60 consecutive days, the Party whose performance is not impaired by the force majeure condition may terminate this Agreement upon written notice to the Party whose performance is being excused.

12.4 **Entire Agreement; Conflicts.** Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract or obligation to which such Party is a party, including terms relating to covenants not to discriminate and confidentiality covenants. Neither Party will disclose to the other Party hereto, or use or induce such other Party to use, any proprietary information or trade secrets of any other person, association or entity. This Agreement and its Schedules and Annexes will be interpreted and enforced in connection with and in consideration of the Purchase Agreement, the Ancillary Agreements (as defined in the Purchase Agreement) and the letter dated May 20, 2019 to the Federal Communications Commission regarding applications of T-Mobile and Sprint for Consent to Transfer Control of Licenses and Authorizations; WT Docket No. 18-197. Notwithstanding the foregoing, this Agreement and its Schedules and Annexes constitute the entire agreement and understanding between T-Mobile and DISH with respect to the subject matter herein and supersede all offers, negotiations and other agreements concerning the Service. Neither Party is not relying on any oral or written representations or warranties from the other Party, including, but not limited to, any

representation or warranty as to the nature of competition or the results or effect of any advertising. No course of dealing, course of performance, or usage of trade may be invoked by DISH to modify or supplement in any way the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement, any schedule or exhibit hereto, the Purchase Agreement, or the Transition Services Agreement not resolved on the face of the relevant documents, the following order of precedence will apply, but solely with respect to the provision of Service under this Agreement: (i) the applicable schedule or exhibit, (ii) the body of this Agreement, (iii) the Transition Services Agreement, and (iv) the Purchase Agreement.

12.5 **Relationship, Authority and Representations.** Nothing in this Agreement creates or will be construed or implied to create a relationship of partners, agency, joint venture, or employer and employee. DISH is not authorized to act as an agent for or legal representative of T-Mobile, and does not have authority to assume or create any obligation on behalf of, in the name of, or that will be binding upon T-Mobile. All sales by DISH will be in its own name and for its own account. No provision of this Agreement will be construed as vesting in DISH any control whatsoever in any Facilities or operations of T-Mobile or its Affiliates or any other wireless carrier. DISH will not represent itself as a federal or state certified licensee for operation of Service in the Territory unless otherwise so authorized by the appropriate authority, agency or entity.

12.6 **Remedies Cumulative.** The rights and remedies expressly provided in this Agreement are cumulative and not exclusive of any rights or remedies that a Party would otherwise have.

12.7 **Assignment.** Without DISH's prior written approval, in DISH's sole discretion, T-Mobile may not assign or otherwise transfer its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, including without limitation in connection with a sale, spin-off or other disposition of any line of business, entity or assets (each, a "**Transfer**", which term shall, for the avoidance of doubt, exclude any transfer, extension of benefits or delegation of duties in connection with the use of contractors, consultants, distributors and similar arrangements); provided that T-Mobile may Transfer its rights and obligations under this Agreement in whole but not in part, by operation of law or otherwise, to any Affiliate of T-Mobile or in connection with a Change of Control of T-Mobile, without DISH's prior approval, in T-Mobile's sole discretion. At least 30 days prior to any Transfer by T-Mobile, T-Mobile shall provide written notice to DISH of such Transfer and the identity of the applicable transferee and shall indicate whether such transferee is an Affiliate of T-Mobile or such Transfer is in connection with a Change of Control of T-Mobile. Without T-Mobile's prior written approval, in T-Mobile's sole discretion, DISH may not Transfer its rights or obligations under this Agreement, in whole or in part, to any Person, except (A) to the applicable transferee in connection with any Transaction also involving the Transfer of all or substantially all of the Wireless Communications Business (it being understood that the foregoing shall not limit the application of Section 12.8 to such Transfer); or (B) to any Person in respect of which a Permitted Owner (and not a Restricted Owner) beneficially owns more than 50% of the Voting Power in connection with an internal reorganization (*e.g.*, delegation to a subsidiary of DISH's Parent Entity) of DISH's Parent Entity and its subsidiaries (a "**Permitted Transfer**"). At least 30 days prior to any Transfer by DISH, DISH shall provide written notice to T-Mobile of such Transfer and the identity of the applicable transferee and shall indicate whether such Transfer is a Permitted Transfer. Notwithstanding anything to the contrary in this Agreement, in the event of any direct or indirect Transfer by DISH that is not a Permitted Transfer (a "**Restricted Transfer**"), T-Mobile may elect, within 30 days following receipt of notice from DISH of such Restricted Transfer, that (i) the Term will automatically expire on the earliest of: (a) two (2) years from the date of such purported Restricted Transfer, (b) the date the Term would otherwise expire or terminate under Section 6, and (c) such earlier date on which this Agreement is terminated in accordance with its terms and (ii) DISH will not be authorized to access the Service Transaction Gateway to add any new End Users or SIM Cards to the T-Mobile Network (but shall have continued access the Service Transaction Gateway to support then existing End Users and SIM Cards) and T-Mobile may block Roaming Services to any new End Users or SIM Cards on the T-Mobile Network on or after the date of such election, provided, however, that in the event that DISH does not deliver such notice in accordance with this sentence, T-Mobile shall be entitled to make such election on or at any time after the date of such Restricted Transfer, and the period set forth in clause (a) above shall be reduced by a number of days equal

to the number of days between the date of consummation of such Restricted Transfer and the date on which DISH actually provides notice of such Restricted Transfer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, and for purposes of this Agreement, any Person who is a successor or permitted assign of DISH in a Permitted Transfer shall be deemed to be "DISH" hereunder. For the avoidance of doubt, this Section 12.7 shall not operate to prevent DISH or its Affiliates from engaging in a transaction that constitutes a Change of Control of DISH, subject to the terms set forth in Section 12.8.

12.8 Change of Control.

(a) In the event of a Change of Control of DISH, the Term will automatically expire on the earliest of: (a) two (2) years from the Change of Control Date for such Change of Control, (b) the date the Term would otherwise expire or terminate under Section 6, and (c) any earlier date on which this Agreement is terminated in accordance with its terms. Further, following the date that is six (6) months from the Change of Control Date, DISH will not be authorized to access the Service Transaction Gateway to add any new End Users or SIM Cards to the T-Mobile Network (but shall have continued access to the Service Transaction Gateway to support then existing End Users and SIM Cards). In the event of a Change of Control, T-Mobile will continue to provide Roaming Services on the T-Mobile Network [***]. Such Roaming Services will be provided for the duration of the Term of this Agreement had it not expired or terminated. Any dispute regarding the Roaming Services agreement in the event of a Change of Control will be resolved by the Antitrust Division of the United States Department of Justice in its sole discretion, provided such discretion will be exercised in a reasonable manner.

(b) At least 30 days prior to any Change of Control of DISH, DISH shall provide written notice to T-Mobile describing in all material respects such pending Change of Control, including the identity of the applicable parties thereto; provided that if the Principal, such Permitted Owner, DISH or any Parent Entity of DISH becomes aware of such Change of Control (x) less than 30 days prior to the date of such Change of Control or (y) after the date of such Change of Control, DISH's only obligation under this sentence shall be to provide written notice of such Change of Control to T-Mobile within five (5) business days of such Change of Control.

(c) As used herein, a "**Change of Control**" of a Party means any of the following, each of which will be deemed to occur upon closing or occurrence of the relevant transaction (the "**Change of Control Date**"):

(i) any Transaction as a result of which (A) on or prior to the Transition Date, a Permitted Owner does not beneficially own more than 50% of the Voting Power of such Party or any Parent Entity of such Party or (B) any single Restricted Owner or group of Restricted Owners acting in concert beneficially owns more than 50% of the Voting Power or aggregate economic value of all the outstanding Capital Stock (on a fully diluted basis) of such Party or any Parent Entity of such Party; or

(ii) any Transaction as a result of which both: (A) DISH and its Affiliates that owned all or substantially all of the assets of the Wireless Communications Business, taken as a whole immediately prior to such Transaction, cease to own directly or indirectly a majority of all such assets of the Wireless Communications Business, taken as a whole, and (B) the Person, directly or indirectly, owning the Transferred Wireless Communications Business assets immediately following such Transaction is a Restricted Owner.

12.9 No Waiver. No failure by a Party to take action on account of any default or breach of this Agreement by the other Party will constitute a waiver of that default or breach, or of the performance required of the other Party under this Agreement.

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12.10 **Attorney's Fees and Costs.** The prevailing Party in any dispute under this Agreement will be entitled to recover its costs, including reasonable attorneys' fees.

12.11 **Construction**. This Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed in favor of or against either Party. The recitals to this Agreement are hereby incorporated by reference into this Agreement in their entirety. Any list of examples following followed by "including" or "e.g." is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." All references (e.g., to sections, parties, terms, schedules, and exhibits) are to the sections of, parties to, terms of, and schedules and exhibits to this Agreement, unless stated otherwise. All captions are intended solely for the parties' convenience, and none will affect the meaning of any provision. All references to "written," "in writing," or other words of similar import refer to a non-electronic, paper document only, except where electronic mail communication is expressly authorized. The words "herein," "hereof," and words of similar meaning refer to this Agreement as a whole, including its schedules and exhibits. All references to "days" refer to calendar days, unless otherwise expressly set forth in this Agreement.

12.12 **Third Parties**. Nothing herein expressed or implied is intended or will be construed to confer upon or give to any person or corporation, other than the Parties and their permitted successors or assigns, any legal or equitable rights, remedies or claims under or by reason of this Agreement or any provision of this Agreement.

12.13 **Consultation With Counsel.** DISH and T-Mobile acknowledge that both Parties have had the opportunity to review this Agreement, have negotiated its terms, and have had the opportunity to obtain independent legal counsel for advice regarding all terms. Neither Party has relied upon any representation made by the other Party regarding the meaning or effect of any of the provisions of this Agreement. DISH acknowledges that the provisions in this Agreement are reasonably necessary to maintain T-Mobile's high standards for service and goodwill.

12.14 **Signing Authority.** Each person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the Party on whose behalf he or she is signing.

12.15 **Injunctive Relief.** The Parties agree and acknowledge that irreparable harm could occur in the event of any breach by a Party of Section 9, Section 2.1(e) of Annex 1 or Section 2.5 of Annex 2. Accordingly, the Parties will be entitled to the remedies of specific performance, injunctive relief or other equitable remedies, in addition to any other remedy to which such Party may be entitled pursuant to this Agreement, at law or in equity. Neither Party will raise as a defense or objection to injunctive relief for a breach of Section 9, Section 2.1(e) of Annex 1 or Section 2.5 of Annex 2 that such a breach is or would be compensable by an award of money damages.

12.16 **Media Releases.** Except as otherwise provided by applicable Law (including releases or disclosures only to the extent necessary or in good faith determined to be reasonably necessary under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended) each Party agrees: (i) to submit to the other Party all press releases or similar communications wherein the other Party's names or Marks are mentioned or language from which the connection of said names or Marks therewith may be inferred or implied; and (ii) not to publish such press releases or similar communications without the other Party's prior written approval.

12.17 **Dispute Escalation.** If there is a dispute between the Parties relating to the Service or any other aspect of this Agreement, the Parties will each designate one or more representatives to meet and use good faith efforts to attempt to resolve the dispute prior to filing a legal action. If the representatives are unable to resolve the dispute within thirty (30) calendar days after the date of written notice of the dispute from one Party to the other, then the Parties will escalate the dispute to the vice president level on each side. If the vice presidents are unable to resolve the dispute within thirty (30) calendar days after the date of escalation, then the Parties will submit the matter to each Party's responsible senior executive for resolution, and if

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such executives are not able to resolve the matter within thirty (30) calendar days, either Party may file a legal action in accordance with 12.18. Notwithstanding the foregoing, nothing in this Agreement will prevent either Party from, or require either Party to delay, the filing of any Claim for injunctive relief.

12.18 **Governing Law; Dispute Resolution.** This Agreement will be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed and to be performed entirely within that state. Any lawsuit, arbitration, Claim, action, administrative or regulatory challenge or proceeding (a "**Proceeding**") based upon, arising out of or related to this Agreement will be brought exclusively in the courts located in the State of New York, and, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of New York located therein, and, in each case, appellate courts therefrom, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceedings, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all Claims in respect of the Proceedings will be heard and determined only in any such court, and agrees not to bring any Proceedings arising out of or relating to this Agreement in any other court. Nothing herein contained will be deemed to affect the right of any Party to serve process in any manner permitted by Law or to commence legal Proceedings or otherwise proceed against any other Party in any other jurisdiction, in each case, to enforce judgments obtained in any action, suit or Proceeding brought pursuant to this Section 12.18.

12.19 **Counterparts and Delivery.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signed counterpart of this Agreement may be delivered by facsimile or other form of electronic transmission (*e.g.*, .pdf), with the same legal force and effect as delivery of an originally signed agreement.

13. **PARENT GUARANTY.** Parent hereby unconditionally and irrevocably guarantees, as a principal and not as a surety, to T-Mobile the prompt and full performance and payment of any and all performance and payment obligations of DISH under this Agreement (the "**Obligations**"). TMobile` may seek remedies directly from Parent with respect to the Obligations without first exhausting its remedies against DISH. The liability of Parent hereunder is, in all cases, subject to all defences, setoffs and counterclaims available to DISH with respect to performance or payment of the Obligations. Parent waives presentment, demand and any other notice with respect to any of the Obligations and any defences that Parent may have with respect to any of the Obligations other than as set forth in the immediately preceding sentence.

[Signature Page Follows]

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Each of the Parties has caused this Agreement to be duly executed as of the day and year set forth below and intends it to be effective as of the Effective Date.

DISH: DISH PURCHASING CORPORATION

/s/ John Swieringa
By: John Swieringa
Its: Chief Operating Officer, EVP and Group President, Retail Wireless

Signature Date: July 1, 2020

T–MOBILE: T–MOBILE USA, INC.

/s/ G. Michael Sievert
By: G. Michael Sievert
Its: Chief Executive Officer & President

Signature Date: July 1, 2020

For purposes of Section 13 only

PARENT: DISH NETWORK CORPORATION

/s/ John Swieringa
By: John Swieringa
Its: Chief Operating Officer, EVP and Group President, Retail Wireless

Signature Date: July 1, 2020

Exhibit B: Certificate of Good Standing

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

DISH Wireless L.L.C.

is a

Limited Liability Company

formed or registered on 10/27/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161734553 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/02/2025 that have been posted, and by documents delivered to this office electronically through 05/05/2025 @ 16:35:10 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/05/2025 @ 16:35:10 in accordance with applicable law. This certificate is assigned Confirmation Number 17271210 .

Jena Griswold

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Exhibit C: Service Area Maps

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[redacted]

[redacted]

Exhibit D: Gen Mobile's Top Up Prepaid Services

Lifeline Upgrade Plans

Subscriber Cost ($)	Plan Value ($)	Gen Mobile-Branded Plan Offering
50.00	60.00	Unlimited talk & text, 20GB Hotspot
40.00	50.00	Unlimited talk & text, 10GB Hotspot
30.00	40.00	Unlimited talk & text, 17GB Hotspot
20.00	30.00	Unlimited talk & text, 11GB Hotspot

Data Top Up Plans

Subscriber Cost ($)	Gen Mobile-Branded Plan Offering
5.00	1GB
10.00	2GB

International Long Distance Top Up

Subscriber Cost ($)	Gen Mobile-Branded Plan Offering
10.00	International Talk Credit
5.00	International Talk Credit

North America Roaming Top Up

Subscriber Cost ($)	Gen Mobile-Branded Plan Offering
20.00	North America 1,000 minutes
10.00	North America 500 minutes
5.00	North America 250 minutes

Exhibit E: MA 911 Monthly Surcharges

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[redacted] [redacted] [redacted]

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