

# BirchMobile Service Description

This Service Description (the “Service Description”) is part of the Master Services Agreement (“MSA”) between Birch and Customer and provides additional terms and conditions applicable only to mobile and wireless data services provided by Birch (the “Mobile Service”). Mobile Service is provided to Customer subject to the following terms, which are integral parts of the MSA in addition to the Terms of Service referred to in the MSA.

**1. Mobile Service.** By using the Mobile Service, Customer authorizes Birch to place the Mobile Service identified on Birch’s order forms under a term pricing arrangement at Customer’s specified service address for the requested telephone number(s). For Mobile Service, Customer’s service address will be recorded as its “Primary Place of Use”. Mobile Service is for Customer’s use only. Service may not be resold or used by any third party.

**2. Mobile Devices** Mobile Devices and Mobile Related Products may be covered under a limited warranty of their manufacturer that Birch will extend to Customer without charge to the extent that Birch can do so under its agreements with those manufacturers (“Manufacturer Warranties”); if Birch does not provide Customer with additional equipment warranties in writing that go beyond the Manufacturer Warranties for the Mobile Devices and Mobile Related Products, the warranty will be limited to the Manufacturer Warranties, if any.

**3. Mobile Service Plans.** Mobile Service Plans allow Customer to use the amount of data specified in the plan for a monthly charge; usage that exceeds the data specified in the plan will incur additional usage charges.

**4. Airtime and Domestic Roaming.** Connectivity charges may vary depending on the calling plan selected, time, location, network area, number dialed and services used. Most mobile calls and text messages will result in airtime or usages charges. Additional charges will also apply upon Customer’s use or activation of additional features, multiple simultaneous calls for certain services (including call waiting, call-forwarding, or 3-way calling) and for excessive, illegal or improper mobile data usage (as defined in the Acceptable Use Policy available for review at [www.birch.com/legal](http://www.birch.com/legal)). Any mobile calling plans selected by Customer are subject to the terms of this Service Guide. If Customer uses a Mobile Device outside the rate areas as set forth in the selected calling plan or use another company’s mobile network for any reason, Customer will be responsible for any extra charges, including long distance, toll, and roaming charges caused by such use. Airtime and other measured usage charges are billed in full-minute or such other

increments as Birch determines to use from time to time, and Birch may round up any such usage charges to the next minute in billing those increments.

**5. International Long Distance and Roaming.** International long distance service provides the ability for the Mobile Device to call international numbers. This feature is activated only at the request of Customer. International voice and data use require the International Roaming Plan. For International Long Distance and Roaming, calls are billed at per minute rates that vary by country. Availability of coverage for both voice and data vary by country.

**6. Text Messaging.** Most Mobile Devices support Short Messaging Service, Text Messaging, and Multimedia Messaging Service (collectively referred to as "SMS") as a service that provides Customer the ability to send and receive text messages from a Mobile Device. Customers who subscribe to a Mobile Service Plan for voice service must also purchase Birch's SMS plan. SMS is offered for an additional monthly charge and/or usage charge.

**7. Tethering.** Tethering provides the ability for a Mobile Device to act as a data modem using a WiFi feature that can be enabled on the Mobile Device. When Tethering is enabled, the user can configure the Mobile Device to connect another device via WiFi and also connect to the Internet. Usage counts toward Customer's Data Mobile Service Plan. Tethering is not available for all Mobile Devices.

**8. Term of Service.** Mobile plans are purchased on a month to month basis. Device Installment plans require a term of twenty four (24) months. Customer is responsible for payment of full installment plans even if the services are terminated prior to the end of the 24-month term. Tablets and Wireless Modems require an initial Service Period of twenty four (24) months.

**9. Portability.** Customer may port, or transfer, a mobile TN from another carrier to a Mobile Device. Customer must subscribe to a Voice Mobile Service Plan on the handheld device to which the TN is being ported.

**10. Activating a Mobile Device.** Mobile handsets will auto-provision to initiate service when Customer first uses the device. In cases where Customer is porting a number from another carrier, Customer will need to use the call Birch Wireless Customer Care at 1-866-424-5100 during normal business hours. If the Mobile Device cannot be activated automatically, Customer should call Wireless Care for activation assistance. Customer will be charged a one-time fee for service activation performed by Birch Wireless Care.

**11. Unlock Policy.** All Mobile Devices are configured to only use Mobile Services as provided by Birch, and cannot be unlocked to transmit calls or data services provided by another wireless carrier.

**12. Loss of Mobile Device.** If any Mobile Device is stolen or misplaced, Customer must report the incident to Birch as soon as possible. Failure to report the theft of a Mobile Device may result in Customer being liable for all charges and calls placed using the Mobile Device from the time the Mobile Device was stolen or misplaced until Birch is able to suspend the Mobile Service. Upon proper notice, Birch will suspend the Mobile Service (up to maximum of thirty (30) days) to permit Customer to replace the stolen or misplaced Mobile Device. During any such suspension, Customer shall remain liable for any recurring costs associated with the Mobile Service.

**13. General.**

a. The installation, operation, maintenance, repair or removal of any software, program or other hardware related to the Mobile Related Products on a Mobile Device, may result in a service outage, loss or damage to Mobile Device(s) or any data, information, or files on the Mobile Device. Customer agrees it shall be responsible for protection and back-up of its data, software information, and files. Customer assumes all responsibility for impacts, loss and any damage to its data, information, files, Mobile Devices, or Mobile Related Products associated with installing, operating or removing any Mobile Related Products. Birch does not commit or warrant that installation or use of any Mobile Related Products will permit Customer to access, operate, or use any service.

b. Some Mobile Services and Mobile Related Products provide for Birch to provide or install equipment that is owned by Birch. Following termination of a Mobile Service under this Service Guide, Customer agrees to either: (a) return all Birch-owned equipment and property to Birch within a reasonable period, not to exceed thirty (30) days, or (b) pay Birch the replacement value of all equipment and other property not returned and Customer agrees that it shall be responsible for all costs that Birch incurs in retrieving or attempting to retrieve such equipment and property.

c. Monthly fees and activation fees for Mobile Service are due for each Mobile Device on the earlier of: (a) when that Mobile Device has been programmed to send or receive mobile calls or data under Customer's account, or (b) seven (7) calendar days after Birch ships Customer that Mobile Device. Customer agrees to pay for all charges attributable to

Customer's use of the Mobile Service at the Birch prices identified in the applicable order forms, which shall be exclusive of any applicable taxes.

d. Coverage maps are located at <http://www.birch.com/products/birchmobile/solutions/mobile-coverage-map>. These maps are for general informational purposes only--Birch does not guarantee coverage, availability or the rate charged for any particular call. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and Customer-provided equipment may interfere with actual quality and availability. Thus, it is possible Customer's phone will roam even in the area depicted as Customer's home calling area. Actual coverage areas may vary from the maps and may change without notice.

e. If Customer is in an area where a Birch Mobile handset is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. By using the Mobile Service Customer acknowledges it shall not rely solely on the Birch Mobile handset in an emergency situation. In an emergency, locate the nearest landline phone and call for assistance.