

## Tango Networks Supplemental Terms of Service for Tango Services

Last Updated: December 15, 2025 (Ver 2.0)

<b>Customer:</b>	Customer shall refer to the customer activating, using, ordering or paying for any Tango Services provided by the Reseller to the Customer.
<b>Reseller:</b>	Reseller shall refer to Nuwave Communications, Inc., (" <b>Nuwave</b> ") where Nuwave is selling services to its direct customers or Nuwave's authorized reseller or distributor (" <b>Authorized Reseller</b> ") are re-selling the services to their respective customer, and as set forth in the applicable service order.
<b>Tango Networks:</b>	<b>Tango Networks, Inc.</b>

This Tango Networks Supplemental Terms of Service for Tango Services supplements any existing terms and conditions between the Customer and Reseller ("**Reseller Agreement**"), (collectively, the "**Agreement**"). This Agreement applies between Reseller and Customer with respect to Tango Services ordered by Customer from Reseller. By activating, using, ordering or paying for any Tango Services, the Customer agrees to be bound by the terms of the Agreement.

### Tango Extend Terms of Service:

#### 1. Definitions

"**Billing Period**" is the calendar month in which Tango Services are provided and charged for. The Billing Period starts at 0H00 UTC on the first calendar day of the month and ends at midnight UTC on the last calendar day of the month

"**Subscription Term**" is the contracted duration which is one (1) month, starting on the first day of the calendar month and ending on the last day of the calendar month, except for the first month of service in which the Tango Service is activated mid-month, in which case the first Subscription Term is from the date of activation to the last day of the calendar month. As an example: if service is activated on January 10, the first Subscription Term is January 10 to January 31, and each month thereafter it is from the first day of the month to the last day of the month. If Tango Services are deactivated on November 20 with proper notice as defined elsewhere in the Agreement, the last Subscription Term is November 1 to November 30, which applies to any specific tariff or Plan.

"**Home Country**" means a country where End Users who are provisioned with a Tango subscription may use Tango Services on a permanent basis

"**Home Away Country**" is a country apart from the Home Country where usage is treated the same as for a Home Country for charging purposes. End Users can use the plans as part of the Tango Service (*as defined below*) on a temporary basis (up to 90 days in any 365 day period), subject to additional terms, without incurring additional costs within a Home Away Country. A list of Home Countries and Home Away Countries are available at <https://tango-networks.com/country-availability/>

"**End User**" means the Customer's designated end users that uses the Tango Service via their mobile device

"**UC Platform**" means Unified Communications Platform which integrates various communication tools, like voice, video, chat, and email, into a single system.

"**Number**" is the phone number assigned by Nuwave and/or by Authorized Reseller to the End User, that uses the internet to make calls using Voice over Internet Protocol (VoIP). Specific reference is made to a Number issued by either by Nuwave or by Authorized Reseller.

"**Tango Service**" is a telecommunications product/service delivered by Tango Networks to the Customer, as set forth in Clause 2.

## 2. Tango Services:

### 2.1. Tango Extend:

**A. Details of Tango Extend:** Tango Extend is a custom designed global mobile network for businesses, which integrates the mobile service with the business customer's existing UC Platform. It enables End Users to take existing landline and mobile numbers and use them on company-provided or on their own mobile devices, just by adding a Tango Extend eSIM. All calls, including Text Messages are under End User's control – and UC features such as Call Hold, Voicemail and Presence are available.

(a) **Tango Extend for Webex Go** –Tango Extend for Webex Go uses eSIM technology to embed a Webex business line into any smartphone, including Bring Your Own Device (BYOD) personal phones. Users can then use their phone's native dialer to place business calls and send texts using an existing or new Webex business number. For details on this, please see <https://tango-networks.com/tango-extend-for-cisco-webex/>

(b) **Tango Extend for Microsoft Teams** - Tango Extend for Microsoft Teams uses eSIM technology to embed a Teams business line into any smartphone, including Bring Your Own Device (BYOD) personal phones. Users can then use their phone's native dialer to place business calls and send texts using an existing or new Teams business number. For details on this, please see <https://tango-networks.com/tango-extend-for-microsoft-teams/>

### B. Plans under Tango Extend

#### Global Pass Subscription Plans

(a) **Global Pass Subscription Plan Details:** Global Pass plans may be used in any of Tango Extend's Home Countries on a permanent basis and any of Tango Extend's Home Away Countries on a temporary basis (up to 90 days over a 365 day period). For current details on the Global Pass Subscription Plan, please see <https://tango-networks.com/plans/>. For current details on the list of current Home and Home Away Countries, please see <https://tango-networks.com/country-availability/>

(b) **Day Pass** allows End Users to use Tango Extend in international roaming countries for a set fee per 24-hour period. The charge is the same for all countries. During the 24-hour period, subscribers have access to unlimited voice and texting, as well as up to 1 GB of data usage.

A user may travel to additional international countries during the 24-hour period without incurring additional fees. International roaming via Day Pass can be enabled for all Global Pass subscription plans. Roaming usage does not affect the subscriber's plan limits within Home/Home Away countries (e.g. data consumed while roaming is not counted against the subscriber's monthly subscription plan data limit). International roaming is supported in all countries set out in <https://tango-networks.com/country-availability/>

## 2. Device support

2.1. The Tango Service currently supports only those devices specified on Tango's Supported Phones web page at <https://tango-networks.com/supported-phones/> .

## 3. Numbers and Numbering Service

3.1. Ownership of Numbers does not transfer to the Customer.

3.2. Customer acknowledges that service levels may be impacted by those of carrier partners and agrees that Authorized Resellers and/or Nuwave cannot be held liable for number routing or switching within third party carrier networks or elsewhere on PSTN or MNO networks.

3.3. Local barring by an originating carrier or due to roaming restrictions is not within Tango Networks' and/or Nuwave's control and Tango Networks and/or Nuwave cannot offer a guarantee to remediate such constraints.

3.4. Availability of numbering types, portability and porting processes will vary from time to time and may be withdrawn without notice.

#### **4. Voice**

4.1. All non-emergency calls made via the Tango Service will be routed to the End User's UC Platform. This includes short codes such as those for information services, telecommunications relay services (TRS), etc.

4.2. Customer is responsible for all outbound PSTN breakout charges for both Nuwave and Authorized Reseller Numbers.

#### **5. Emergency Calling**

5.1. All emergency calls made via the Tango Service will be routed to the nearest Public Safety Answering Point (PSAP) based on dynamic location information provided by the device. Emergency calls will not be routed to the End User's UC Platform or Nuwave's network.

5.2. Emergency calls made via WiFi Calling are only supported in the End User's Home Country.

5.3. The Number will be used as the Calling Line ID for the emergency call and will be the callback number used by the PSAP.

#### **6. Messaging**

6.1. The Tango Service supports SMS and MMS messaging only in jurisdictions where it is technically possible based on the Number type and country code.

6.2. Nuwave does not warrant that all short code or other abnormal SMS destinations will be supported.

6.3. iMessage and RCS messaging are Over the Top (OTT) services over which Tango Networks has no control and therefore cannot provide support or feature functionality such as message copying.

#### **7. Data**

7.1. The Tango Service provides data access to the internet. Tango Networks and/or Nuwave does not warrant that all internet services are always available, or that all internet access device configurations are supportable.

7.2. Tango Service may use a variety of Access Point Names ("APNs") to allow internet access. APN details will be provided with the Tango Service eSIM/SIM and are available on request and may be specific to the Tango Service.

#### **8. Coverage**

8.1. Tango Networks and/or Nuwave may use a variety of Network Operators to deliver the Tango Service.

8.2. The Tango Service will allow operation of eSIMs/SIMs where Tango Networks has appropriate interworking arrangements, which may change from time to time. Tango Networks and/or Nuwave does not warrant that operation is available in all countries at all times.

8.3. The Tango Service may offer multiple network capabilities using software on the eSIM/SIM to select the appropriate network. Tango Networks and/or Nuwave does not guarantee access to any specific mobile or PSTN Network Operator, and access to an individual operator may be limited or withdrawn at any time without warning.

8.4. Tango Service eSIMs/SIMs will select the most appropriate service available on the Network for carrying the voice or data traffic and this may determine a switch of technology, for example between 4G and 3G.

## 9. Network Controls, Security and Fraud

- 9.1. Tango Networks and/or Nuwave may at any time suspend usage, impose fraud limits, or take other action to reduce fraud if it believes fraud is occurring, including but not limited to imposing a requirement for a bond or deposit to be made against the Tango Service.

## 10. Billing

- 10.1. Where applicable, voice calls made outside the Home and Home Away Countries are billed per second.
- 10.2. SMS messages not included in the Subscription Plan are billed per SMS text message. Multi-part messages are charged as multiple individual messages
- 10.3. MMS messages not included in the Subscription Plan are billed per MMS message plus data charges for digital attachments to the message.
- 10.4. Where applicable, data usage incurs a minimum unit of charge of 20kb.
- 10.5. When utilizing Tango Services outside of Home and Home Away Countries, roaming will be available through Day Pass add-on services.
- 10.6. **Fees and Payment.** Payment of fees due under any service order, and the related payment terms, is exclusively between Customer and Reseller and such fees are exclusive of any applicable Taxes.

## 11. Subscription Plans – Activation and Usage

- 11.1. **Subscription Plans.** As used herein, the term “Subscription Plan” shall mean a periodic allowance of Communications Services which may consist of one or a combination of call minutes, SMS messages, MMS messages or Mobile Data. Unless otherwise specified by Tango Networks, Subscription Plans normally include transit calls and messages across the Tango Networks communications networks to and from the mobile network to the Nuwave or Reseller network. Unless additional Communications Services are purchased which specify different routing of communications traffic, outbound calls from the mobile device will be routed to the UC Platform and incoming calls from the UC Platform will be routed to the Mobile Device and SMS traffic, if enabled, will be delivered to and from the destination by Tango Networks and data traffic will be delivered from the mobile device to the Internet.
- 11.2. **Sharing and Rollover.** A Subscription Plan cannot be shared between End Users and cannot be transferred between Customer groupings, End Users, numbers or other services. A Subscription Plan that is applicable to a mobile Communications Service is for usage by a single device containing a Tango Networks eSIM/SIM card. The usage allowance for a Subscription Plan does not rollover to the following month and cannot be spread across months. Subscription Plan allowances are per Subscription Term, are reset each Subscription Term and are calculated on a Subscription Term basis.
- 11.3. **Usage Calculation.** In each Subscription Term for which a valid Subscription Plan was subscribed, Tango Networks calculates any out of Subscription Plan usage (i.e. usage in a non-Home Country or Home Away Country). All calls will be rounded up to the nearest second for the purposes of this calculation. Text messages that are longer than 155 characters (a single standard SMS less its control characters) will count as more than one message. Data usage will be calculated to the nearest 20KB of each data session.
- 11.4. **Overspill Processing.** Nuwave reserves the right to put charges including Subscription Plan charges into subsequent bill runs if these charges have not been fully processed at the end of the associated bill run.
- 11.5. **Activation.** A Subscription Plan allowance becomes usable only on the day that the Reseller or Tango Networks activates it, and may not be pre-ordered, pre-activated, delayed, deferred or back-dated in any way. A Subscription

Plan becomes chargeable immediately after it is activated and will then run for its Subscription Term. Customers will be invoiced from the first day of Subscription Plan activation. A Subscription Term may start from any date and any day in the month but will be aligned to Reseller's normal billing cycle by use of pro-rated charging in the first month of charging. Reseller and/or Tango Networks may pro-rate the charge for a Subscription Plan/Subscription Term because the activation is other than on the first day of the month, at a rate of 1/30th of the allowance for each day, to be included pro-rata as applicable.

- 11.6. **Cancellation.** A Subscription Plan may be canceled at any time but will remain active for the remainder of the Subscription Term. A canceled Subscription Plan will automatically become inactive at the end of the Subscription Term. Any usage charges accrued prior to the end of the Subscription Term will be invoiced as usual at the end of the Subscription Term. Any additional usage that incurs charges will be blocked between the cancellation date and the end of Subscription Term.
- 11.7. **Changes:** End users can only change their Subscription Plan once per calendar month.
- 11.8. **Usage Checking.** Nuwave or Resellers may allow Subscription Plans to be used outside of Home and Home Away Countries. When allowed, usage is on an uncapped basis and Nuwave is not responsible for usage checking. It is the sole responsibility of Customers or End Users to track and manage their usage. Nuwave is not responsible for capping or alerting on usage.

## 12. Miscellaneous Terms:

- 12.1. **Acceptable Use / Fair Use Policy:** This Acceptable / Fair Use Policy ("AFUP") governs the Customer's use of Tango Service(s). By activating, using, or paying for any Tango Service(s), or a third-party service based on Tango Service(s), Customer accepts and agrees to be bound by the current AFUP located at <https://tango-networks.com/acceptable-use-policy/>.
- 12.2. **Technical Requirements & Limitations.** Access to and provision of Tango Services is subject to availability of (and rights to use) the third party ("Network Operator") fixed and mobile communication network(s) (the "Network") and the associated software or technology used by the Network Operator ("Network Operator Technology") used by Tango Networks to provide the Tango Services, the technical constraints and feasibility of the Customer's technology (it being the Customer's responsibility to ensure compatibility with Customer requirements), and the Customer's compliance with this Agreement. Nuwave and Tango Networks makes no (and disclaims any) representation, warranty, promise or guarantee that the Tango Services will be compatible with any Customer requirements or will operate uninterrupted or error free.
- 12.3. **Regulatory & Fraud Limitations.** Access to and provision of Tango Services is subject to (i) all laws and regulations applicable to the Parties' duties and/or obligations under this Agreement ("Laws"), (ii) the regulation, law, decree, action, direction, code of practice, condition or order of a competent regulatory authorities ("Regulatory Requirement"), and (iii) Nuwave's and/or Tango Networks' right (in its sole and absolute discretion) to prevent and block fraudulent or other unauthorized use (whether actual or attempted) of the Networks or Tango Services or the use or attempted use thereof by corrupt, dishonest or illegal means ("Fraud") or the flow of calls to any particular revenue share service which is, as a result or consequence of any activity by or on behalf of Customers, disproportionate to the flow of calls which would be expected from reasonable commercial practice and usage of the communications Networks or the Tango Services ("Artificially Inflated Traffic" or "AIT").
- 12.4. **Temporary Disruptions.** From time to time, with prior notice and without incurring any liability or obligation to the Customer, Tango Networks may improve, modify, suspend, change, test, maintain or repair the communications Networks (or any part thereof) or the Tango Services, which may temporarily interrupt the Networks or the Tango Services; provided, Tango Networks will use commercially reasonable efforts to avoid unnecessary disruption to the Networks or the Tango Services. Without limiting the foregoing, Tango Networks shall be entitled to interrupt the Networks or the Tango Services at any time without notice in cases of emergency, as determined by Tango Networks in its sole and absolute discretion.

### 13. Tango Networks Continuing Rights, Obligations, & Limitations.

- 13.1. **Tango Networks' Obligations.** During the Term, Tango Networks will use commercially reasonable efforts to: (i) provide, operate and maintain the availability of the Tango Services to the Customer (in accordance with the service descriptions and any supplemental service terms set out in this document); (ii) make available to the Customer service descriptions, and supplemental terms and conditions applicable to the provision of the Tango Services; (iii) provide the Customer with reasonable advance of new services or features to be provided by Tango Networks as part of the Tango Services; and (vi) comply with applicable Regulatory Requirements and Laws governing the performance of its obligations under this Agreement.
- 13.2. **Required Authorizations.** Tango Networks' rights to operate or deploy portions of the Networks or provide portions of the Tango Services may be subject to authorizations, licenses, rights or other consents required by Network Operators ("Required Authorizations"). Tango Networks shall use commercially reasonable efforts to maintain Required Authorizations but retain' the sole and exclusive right to determine which Required Authorizations to maintain and to modify, replace or cancel portions of the Tango Services (upon prior notice to the Reseller) without breach or further liability under this Agreement.
- 13.3. **Suspension of Services.** Tango Networks and/or Nuwave reserves the right to interrupt access to the Networks or the Tango Services, or any part thereof, or require the Customer to cease accessing the Networks or using the Tango Services, or any part thereof, if: (i) Tango Networks and/or Nuwave reasonably believes that the Customer is in breach of this Agreement or the Standard Terms or the AFUP or that Fraud or AIT is occurring from use of Tango Services; (ii) in Tango Networks' and/or Nuwave's reasonable opinion, the Customer fails to take, or unreasonably delays in taking, any necessary action in respect of any Fraud or AIT; (iii) Tango Networks and/or Nuwave is instructed to do so by any competent regulatory, administrative or judicial authority; or (iv) Tango Networks and/or Nuwave is otherwise permitted to do so under any other provision of this Agreement. In the case of Fraud or AIT, Tango Networks and/or Nuwave will make commercially reasonable efforts to limit the interruption to only those parties or agents or End Users involved in the Fraud or AIT (to the extent reasonably practicable).
- 13.4. **Limitation of Liability.** Tango Networks and/or Nuwave and/or Reseller has no liability to Customer for (a) special, consequential, exemplary, punitive, incidental or indirect damages, including but not limited to, lost revenues, profits or goodwill, lost opportunities, or lost business, under any theory of tort, contract, warranty, strict liability or negligence, even if Tango Networks and/or Nuwave and/or Reseller knew or should have known of the possibility of such damages, (b) direct damages exceeding fifty percent (50%) of the charges paid by the Customer to Reseller or Nuwave (as applicable) under this Agreement within the 6 months preceding the Customer's claim of such damages, or (c) any Fraud or AIT howsoever occurring. These limitations shall be enforced even if doing so causes an exclusive remedy to fail of its essential purpose.
- 13.5. **Governing Law; Dispute Resolution. Governing Law.** This Agreement and the Parties' performance hereof shall be governed by and interpreted in accordance with the laws of the Reseller Agreement without reference to any conflicts of laws principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or any transaction hereunder. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by applicable Laws.