

3AM FLORIAN KIT SOLUTION ADDENDUM

The following terms and conditions in this 3AM Florian Kit Solution Addendum (the “**Solution Addendum**”), govern Customer’s purchase and use of the Solution, as defined below. Unless otherwise defined in the Solution Addendum, the capitalized terms in the Master Agreement (defined below) will apply to this Solution Addendum. T-Mobile and Customer are sometimes collectively referred to as the “**Parties**,” and individually as a “**Party**.”

1. Underlying Agreement. References to “Agreement” in this Solution Addendum mean the Customer’s underlying services agreement with T-Mobile (the “**Master Agreement**”), which is hereby incorporated by reference and made a part of this Solution Addendum. Use of the Solution is subject to acceptance of this Solution Addendum and the terms set out herein. The terms and conditions of this Solution Addendum or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“**Order**”). Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Solution Addendum or the Master Agreement.

2. Solution Description. The 3AM Florian Solution is an incident management software platform, provided by 3AM Innovations, Inc (“**3AM**”) that provides situational awareness, streamlined communication and decision support on the fire ground, during emergency response and public safety operations, and during planned event scenarios. The platform can provide multiple map views and can integrate relevant information into customizable views to enable data inspired decisions. The platform can also track vehicles, personnel, and other assets in both online and offline situations and can streamline communication across an operation using map annotations, messaging, speech recognition, incident alerting, and status reporting. The 3AM Florian Kit includes all key components of the 3AM Florian Solution in a rugged case containing associated device/hardware that is rented for a period of time and can be deployed anywhere in the United States. For purposes of this Solution Addendum, the 3AM Florian Solution and 3AM Florian Kit is collectively referred to as the “**Solution**” or “**3AM Florian Kit Solution**” or “**KIT**”.

3. Solution Terms of Service. T-Mobile is solely providing Customer with access to the Solution. Customer’s use of the Solution is subject to acceptance of 3AM’s End User License Agreement found at www.info.florian.app/eula (the “**Third-Party Terms**”). The Third-Party Terms may be updated at any time, without notice, by the Third-Party provider. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms.

4. Responsibility for the Solution. The purchase and use of the Solution is controlled by the Third-Party Terms and not by T-Mobile. T-Mobile expressly disclaims all liability related to or arising from the Solution, including Customer’s use of the Solution, or liability related to or arising from any updates, modifications, outages, failures, corruption of data, loss of data, discontinuance of services, or termination of Customer’s account by the Solution. T-Mobile is not responsible for wireless connections with the Solution that are not provided via the T-Mobile Network Service. The “**T-Mobile Network Service**” means the wireless mobile services provided under the Master Agreement to Customer by T-Mobile using T-Mobile’s nationwide network. This Solution Addendum supplements and does not amend the Master Agreement. T-Mobile does not control and is not responsible or liable for how the Solution transmits, accesses, stores, or uses data. The Customer also acknowledges and agrees that: (i) T-Mobile is not the manufacturer of equipment or hardware and is not in a position to offer its own independent warranties on equipment or hardware; (ii) T-Mobile takes no responsibility for, and makes no warranty regarding, and does not endorse any third-party equipment or associated delivery or installation of the equipment; and (iii) Customer’s use of the third-party equipment is completely at Customer’s own risk and subject only to any warranties provided by 3AM and/or the applicable equipment manufacturer.

5. Orders/Delivery/Return. Customer agrees to purchase the Solution by placing an Order with T-Mobile that includes price, quantity, and rental period for use as detailed in Customer’s Master Agreement and/or applicable pricing attachment. The total cost is non-refundable and exclusive of applicable taxes, fees, and/or surcharges. The 3AM Florian Kit Solution will be deployed to Customer directly from 3AM, and Customer will coordinate directly with 3AM for any on-boarding support needed for the Solution. Customer will be responsible for coordinating the return of the KIT directly back to 3AM pursuant to 3AM instructions. In the event of a delayed return or damaged equipment, Customer will be subject to additional fees and/or penalties.

6. Support. T-Mobile has no obligation to provide support to Customer for the Solution, except that Customer may contact T-Mobile for any questions relating to billing for the Solution or the Network Service.

7. Miscellaneous. This Solution Addendum constitutes the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Solution Addendum. The Master Agreement and this Addendum supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the Solution.