

3AM FLORIAN SOLUTION ADDENDUM

The following terms and conditions in this 3AM Florian 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. For purposes of 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 The terms and conditions of this Solution Addendum or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“**Order**”).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. For purposes of this Solution Addendum, the 3AM Florian Solution is referred to as the “**Solution**” or “**3AM Florian Solution**”.

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.

5. Subscription. Customer agrees to purchase a subscription to the Solution by placing an Order with T-Mobile that includes price, quantity, and length of subscription term as detailed in Customer’s Master Agreement and/or applicable pricing attachment. The total subscription cost is non-refundable. Unless otherwise indicated on an order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis including any applicable early cancellation fees.

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 Solution Addendum supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the Solution.