

MICROSOFT 365 SOLUTION ADDENDUM

The following terms and conditions in this Microsoft 365 Solution Addendum (the “**Solution Addendum**”), govern Customer’s purchase and use of the Solution, as defined below. Unless defined in this Solution Addendum, the capitalized terms in the Agreement will apply to this Solution Addendum.

References to “Agreement” in this Solution Addendum mean the Customer’s underlying services agreement with T-Mobile (“**Agreement**”). 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 The terms and conditions of this Solution Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“**Order**”).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 Agreement.

1. Solution Description. Microsoft 365 is a suite of cloud-based business apps that allows Customer to connect and collaborate by storing, sharing and editing documents (the “**Solution**”). Microsoft 365 is a product of Microsoft, the third-party provider (the “**Third-Party Provider**”).

2. 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 Microsoft’s Terms of Use which are found here <https://www.microsoft.com/licensing/terms> (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.

3. 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 Agreement to Customer by T-Mobile using T-Mobile’s nationwide network. This Solution Addendum supplements and does not amend the Agreement. T-Mobile does not control and is not responsible or liable for how the Solution transmits, accesses, stores, or uses Customer data.

4. 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 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. Applicable Taxes and Surcharges are not included in any Monthly Recurring Charge (“**MRC**”) identified in Customer’s Agreement and/or applicable pricing attachment.

5. Term and Termination. The term of this Solution Addendum will commence on the Addendum Effective Date and will continue on a month-to-month basis. Either Party may terminate this Solution Addendum without cause upon thirty (30) days’ prior written notice to the other Party pursuant to the notice requirements in the Agreement.