

3AM FLORIAN SOLUTION ADDENDUM

This 3AM Florian Solution Addendum (“**Addendum**”) governs Customer’s purchase and use of the 3AM Florian Solution (the “**Solution**”). Unless otherwise defined in this Addendum, the capitalized terms in the Agreement will apply to the Solution. For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the “**Parties**,” and individually as a “**Party**.” Unless otherwise defined in the Addendum, the capitalized terms in the Agreement will apply to this Addendum. The “**Agreement**” means the Customer’s corporate services agreement with T-Mobile, which is incorporated by reference and made a part of this Addendum.

1. 3AM Florian Solution Description. The 3AM Florian Solution is an incident management software platform (“**Software**”) and, if applicable, the hardware (the “**3AM Florian Kit**”), as described below, provided by 3AM Innovations, Inc. (“**3AM**”) that provides situational awareness, emergency preparedness, large public event management, and streamlined communication, and real time tracking. The platform can provide multiple map views and integrates relevant information into customizable views to enable data inspired decisions. The platform also tracks 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.

- a. **3AM Florian Kit.** 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 Addendum, the 3AM Florian Solution and 3AM Florian Kit are collectively referred to as the “**Solution**”.

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 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.

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 Network. This 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 data. Customer acknowledges and agrees that: (i) T-Mobile is not the manufacturer of the 3AM Kit equipment or hardware; (ii) T-Mobile takes no responsibility for, and makes no warranty regarding, and does not endorse any 3AM Kit equipment or associated delivery or installation of the equipment; and (iii) Customer’s use of the 3AM Kit is at Customer’s own risk and subject only to any warranties provided by 3AM and/or the applicable equipment manufacturer.

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. The total subscription cost is non-refundable. Unless otherwise indicated in an Order, Customer agrees to pay T-Mobile for all purchased licenses on a monthly basis including any applicable early cancellation fees.

5. Orders/Delivery/Return of 3AM Florian Kits. Customer agrees to purchase the 3AM Florian Kit by placing an Order with T-Mobile that includes price, quantity, and subscription term. 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 3AM Florian Kit directly back to 3AM pursuant to 3AM instructions. In the event of a delayed return or damaged equipment, Customer may be subject to additional fees and/or penalties.

6. Pricing. Pricing for the Solution is listed in Annex 1 (3AM Florian Pricing). Subscription, Monthly Recurring or One-Time charges do not include taxes, fees, and surcharges. Pricing is provided and controlled by 3AM and may change at any time in their sole discretion.

7. 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.

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