

T-MOBILE 3RD EYE SOLUTION ADDENDUM

This T-Mobile 3rd Eye Solution Addendum (“**Addendum**”) sets forth the terms and conditions that govern Customer’s purchase of the Solution (as this term is defined below) from T-Mobile. For purposes of this 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 Addendum mean the Customer’s underlying services agreement with T-Mobile (the “**Agreement**”). Use of the Solution is subject to acceptance of the terms and conditions of Addendum. The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“**Order**”).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 Addendum or the Agreement.

2. **Solution Description.** The 3rd Eye Solution, provided by 3rd Eye Technologies, a third-party provider (the “**Third-Party Provider**” or “**3rd Eye**”), include either capture and routing of Short Message Service or Multimedia Messaging Service (“**SMS/MMS**”) messages to an on-premise or a cloud storage solution provided by the Customer, or capture and routing plus hosting of a cloud storage solution provided by 3rd Eye (collectively, the “**Solution**”). Customer must provide written notice to T-Mobile and 3rd Eye on what portion of the solution Customer elects will be on-premise versus cloud storage.

3. **Solution Terms of Service.** T-Mobile is solely providing Customer with network connectivity to access the Solution, and Customer is hereby providing authorization for 3rd Eye to retrieve Customer Information to include data such as SMS/MMS messages from T-Mobile’s network. Customer’s use of 3rd Eye is subject to acceptance of the 3rd Eye Terms of Service (the “**3rd Eye Terms**”) found at <http://3rdeyetechnic.com/privacy-policy/>, and <https://3rdeyetechnic.com/wp-content/uploads/2022/12/Security-Policy.docx.pdf>, or any separately agreed-to terms within Customer’s contract directly with 3rd Eye. The 3rd Eye Terms are solely between 3rd Eye, Inc. and Customer. T-Mobile does not control and is not responsible or liable for how 3rd Eye transmits, accesses, stores, or uses data. In addition, Customer’s use of the Solution is subject to acceptance of 3rd Eye’s End User License Agreement (the “**EULA**”) presented to Customer prior to downloading, installing, or using the solution. The EULA and 3rd Eye Terms are collectively referred to as the “**Third-Party Terms**”. The Third-Party Terms may be updated by 3rd Eye from time to time.

4. **Responsibility for the Solution.** The purchase and use of the Solution is controlled by the Third-Party Terms, and T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. 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 provides wireless connectivity and certain data services available to Customer through 3rd Eye. 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. In addition, since T-Mobile will not have access to Customer’s systems or third-party services, it is Customer’s sole responsibility to regularly monitor the Solution, Customer’s own systems and third-party services to ensure that Customer data is being captured accurately. Customer will provide written notice to T-Mobile of any delivery failures or outages of Customer’s systems that could affect the transmission of Customer’s data. This Addendum supplements and does not amend the Agreement.

5. **Billing; Fees.** T-Mobile will invoice Customer for the Solution, and Customer will pay to T-Mobile all fees for the Solution consistent with Customer’s Agreement. The fees for using the Solution are listed in Customer’s Agreement and/or applicable pricing schedule or pricing attachment.

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. For all other support contact 3rd Eye directly.

7. **Term and Termination.** The term of this Addendum will commence on the Addendum Effective Date and will continue on a month-to-month basis unless either Party terminates this Addendum by providing the other Party with 30 days’

prior written notice. Either Party may terminate this Addendum without penalty if the other Party materially breaches this Addendum and such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. This Addendum and all rights and obligations hereunder, except those expressly indicated to survive, will terminate immediately upon termination or expiration of the Addendum or the Agreement. Unless otherwise set forth in the Agreement or this Addendum, termination or expiration of this Service Addendum does not terminate the Agreement or any rights or obligations in the Agreement.

8. The Agreement and this Addendum constitute 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 this Addendum.