

ACTSOFT SOLUTION ADDENDUM

The following terms and conditions in this Actsoft 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 Agreement will apply to this Solution Addendum.

1. **Solution Description.** Actsoft (the “**Solution**”) is a cloud-based fleet, asset and workforce management platform and solution provided by Actsoft, LLC, a 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 Actsoft’s End User License Agreement found at <https://app.wfmplatform.com/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 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 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. 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.