

## **T-MOBILE ON-SITE INSTALLATION ADDENDUM**

This T-Mobile On-Site Installation Services Addendum (this “**Addendum**”) supplements the terms of the Customer’s underlying services agreement with T-Mobile (the “**Agreement**”). The On-Site Installation Services (as defined below) are “**Services**” under the Agreement. Unless otherwise defined in this Addendum, capitalized terms will have the same meaning as in the Agreement.

The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“**Order**”).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.

**1. On-Site Installation Services.** T-Mobile will provide on-site installation for products and solutions sold by T Mobile to Customer to install certain Devices and equipment at locations owned and/or occupied by Customer (the “**Installation Services**”). The Parties may agree, from time to time after the Agreement Effective Date, on additional deployments of Installation Services. Any additional deployments that are not covered in this Addendum will be added as new Exhibits to this Addendum via an amendment to be agreed upon and signed by both Parties. The Exhibits detailing each installation may include the technical parameters of the proposed Installation Services purchased by Customer to support the deployment, a proposed site configuration, the one-time charge per location (the “**Charge(s)**”) that are payable by Customer to T-Mobile. Each exhibit or set of exhibits included or added to this Addendum that describes a particular Installation Services will be deemed an Order under the Agreement. If Customer requests additional Installations or other Services after the Parties have agreed to an Order, the Parties will follow the process described in this Section to develop a new Order or the Parties may amend the existing Order. T-Mobile is only obligated to provide, and Customer is only obligated to purchase, the Installation Services described in an Order. In the event of any conflict between the terms of an Order and the terms of this Addendum or the Agreement, the terms of this Addendum or the Agreement will control.

**2. On-Site Installation.** Once the Parties have agreed to an Order, including the timeframe for deployment, T Mobile will deploy an authorized installer to Customer’s location(s) (“**Installation Date(s)**”) at the location(s) specified in the Order (“**Approved Location(s)**”). All Installation Services will be provided to the Customer solely at the Approved Locations identified in an Order or in this Addendum and will not be incorporated into or used in conjunction with other equipment or services used by Customer unless specifically authorized by T-Mobile in a written Order or an amendment to this Addendum signed by both Parties. Any changes by T-Mobile to new Installation Service(s) Dates are subject to Customer’s written approval (not to be unreasonably withheld).

### **3. T-Mobile Authorized Installer and Customer Responsibilities and Obligations.**

**3.1. T-Mobile Authorized Installer Responsibilities.** T-Mobile authorized installer means an equipment installer contracted by T-Mobile to provide the Installation Services (“**Authorized Installer**”). T-Mobile or the T Mobile Authorized Installer will:

- a. Contact / Coordinate with Customer's Site POC
- b. Schedule Site Survey or Installation with Customer
- c. Travel on-site
- d. Identify suitable location for Device and equipment installation
- e. Identify suitable location for external antenna (as required)
- f. Identify suitable cable paths
- g. Unbox, install, and setup device
- h. Install cabling
- i. Install external antenna
- j. Test & verify installation based on T-Mobile or Customer test plans
- k. Any additional responsibilities agreed upon between Customer and T-Mobile.

**3.2** Once the Installation Services have been completed, T-Mobile will provide Customer with written notice of completion (which may be given via email) and allow Customer a reasonable period (not to exceed five (5) business days) to test the applicable installed Device(s) and provide feedback to T-Mobile. T-Mobile will reasonably consider and, to the extent it is consistent with the Order, reasonably address Customer's feedback and will then notify Customer in writing (which may be done via email) of completed installation.

### **3.3 Customer Responsibilities and Obligations.**

**3.3.1** Customer represents and warrants on a continuing basis that Customer has all necessary rights, licenses and permissions from all necessary parties, including landlords, mortgagees, or property management companies, applicable government agencies (including permits) for the placement of any Devices or other technology that is part of the Installation Services at the Approved Location and otherwise grants all rights given to T-Mobile under this Addendum.

**3.3.2** Customer grants T-Mobile permission to access and use the spaces on and within the Approved Location to allow T-Mobile to install certain Devices and equipment contained in the Order as part of T-Mobile's Installation Services. Customer also grants to T-Mobile reasonable access to the Approved Location to enable T-Mobile to exercise its rights and obligations under this Addendum, including, without limitation, ingress, egress and telecommunication and utility connections to and from the Approved Location(s). If, on the Installation Services Date, T-Mobile is denied access to or cannot enter the Approved Location, Customer will be charged the full price of Installation Services as if T-Mobile's Authorized Installer was able to access the Approved Location. Customer agrees to pay an additional charge for T-Mobile's Authorized Installer to return to the Approved Location to complete the Installation Services.

**3.3.3** Customer will provide T-Mobile, or T-Mobile Authorized Installer, applicable site rules to enable T-Mobile's Authorized Installers to install the Devices and equipment in the Approved Locations.

**3.3.4** Customer agrees to ensure its facilities are safe for the T-Mobile Authorized Installers providing the Installation Services. Customer will be responsible for any personal injury to, or death of, T-Mobile's Authorized Installer or property damage at the Approved Location caused by Customer, its employees, officers, agents or contractors/subcontractors.

**3.3.5** Customer represents that it will use good faith efforts to eliminate any interference from any other source if such interference is affecting the use of T-Mobile Services.

**3.3.6 Utilities.** Customer will provide access to connect electrical power for the Approved Location(s) and Customer will be responsible for any and all costs for usage and consumption of electricity at all Approved Location(s). Customer grants T-Mobile the right to connect the Devices and equipment installed at the Approved Locations(s) to Customer's existing telecommunication lines at Customer's sole expense. If T-Mobile determines that Customer does not have existing telecommunications service that will support the Approved Location(s), T-Mobile will have the right to install, connect and maintain telecommunication lines at the Approved Location(s) at Company's sole expense.

**4. Environmental.** T-Mobile will have no responsibility for environmental conditions existing within the Approved Location(s) prior to the Effective Date or any environmental conditions not arising out of the use and occupancy of the Approved Location(s) by T-Mobile. As between Customer and T-Mobile, Customer is responsible for the identification, investigation, monitoring and remediation and cleanup of any substances brought onto the Approved Location(s) or discovered on the Approved Location(s) that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**") and agrees, to the extent permitted by applicable law, to indemnify, defend, and hold harmless T-Mobile from and against any and all claims relating to the Hazardous Substances on or affecting the Approved Location(s), except to the extent the presence of the Hazardous Substances results solely from Installation Service. Customer will not introduce or use any Hazardous Substances at the Approved Location(s) in violation of any applicable law and Customer, to the extent permitted by applicable law, will indemnify, defend and hold harmless T-Mobile from and against any and all claims to the extent arising out of Customer's breach of this provision. The indemnity obligations under this section will survive the termination or expiration of this Addendum.

**5. Customer-Sourced Equipment and Technology.** If Customer uses equipment not provided by T-Mobile ("**Customer-Sourced Equipment**"), it will do so at its own risk and is solely responsible for all costs, fees and expenses relating to the Customer-Sourced Equipment. T-Mobile accepts no responsibility for, makes no warranty regarding, and does not endorse any Customer-Sourced Equipment or technology.

**6. Billing; Fees.** T-Mobile will invoice Customer for the Installation Services. Customer will pay all Charges assessed and billed to Customer by T-Mobile on an invoice. The one-time charges plus any applicable taxes, surcharges or other governmental fees will be specified in the Order pursuant to the terms of the Agreement. Unless otherwise specified in the Order, the one-time charge includes any Pre-Deployment Services by T-Mobile (including the acquisition of equipment) and provision of Installation Services.

**7. Cancellation Period.** Customer may cancel the Installation Services no later than 3 business days prior to the scheduled Installation Services Date (“**Cancellation Period**”) with no additional charges. If Customer cancels outside of the Cancellation Period, T-Mobile will charge Customer the full amount of the Installation Services.

**8. Pricing.** Prices for the Installation Services provided under this Agreement are identified in the Agreement’s pricing attachments and/or pricing exhibits, an addendum or an Order (as applicable). The One-Time charge per location pricing does not include applicable Taxes, Fees or Surcharges.

**9. Disclaimers.** In addition to the disclaimers in the Agreement and elsewhere in this Addendum, the following additional disclaimers apply to the Installation Services:

**9.1** T-Mobile does not warrant that the Installation Services will be fit for the purposes intended and Customer waives any implied warranties, including warranties of merchantability or fitness for a particular purpose.

**9.2** Customer is solely responsible for all uses of Installation Services, must ensure such operation is in compliance with all applicable laws and regulations, and must ensure that its actions do not impact or cause T-Mobile to be unable to comply with any legal, regulatory or other similar obligation.

**9.3** T-Mobile is not responsible for the acts or omissions of any third parties or for any loss of data while in the possession, custody or control of any such third party.

**10. Unauthorized Modifications to Devices.** Customer will not make any unauthorized modifications to the Devices installed using the Installation Services, including any equipment or other technology deployed as part of the Installation Services. Improper use and unauthorized modifications can lead to short circuits and other mechanical issues and the risk of fire, leading to personal injury or significant damage to Customer’s or third-party equipment, facilities, or personnel.

**11. Indemnification by Customer.** To the extent permitted by applicable law, Customer, at its sole expense, will defend, indemnify and hold T-Mobile, T Mobile’s affiliates and T-Mobile’s subcontractors (“**T-Mobile Indemnified Parties**”) harmless from any claims by a third party arising from (i) personal injury, death, or damage to tangible property to the extent such injury, death or damage is not an Indemnified Claim under the Agreement, or (ii) any Customer-Sourced Equipment or technology, including any claim that any Customer-Sourced Equipment or technology or the combination of any Customer Sourced Equipment with Devices, equipment or technology provided

by T-Mobile, infringes or misappropriates any intellectual property or proprietary right of any third party.

**12. Assignment.** This Addendum may not be assigned or transferred by Customer without the prior written permission of T-Mobile. Any attempted assignment without such consent will be void. Subject to this restriction, this Addendum will inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.

**13. Miscellaneous.** The Agreement, this Addendum and any Order constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Addendum. The Agreement and this Addendum and any Order supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the Installation Services.