

## T-MOBILE DIRECT CONNECT ADDENDUM

This T-Mobile Direct Connect Addendum (the “**Addendum**”) sets forth the terms and conditions that govern Customer’s purchase of T-Mobile Direct Connect. For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the “**Parties**,” and individually as a “**Party**.”

**Description of Solution.** T-Mobile Direct Connect (“**TDC**”) is an application that provides a secure, cloud-based, communications platform and includes such features as instant Push-to-talk calls to individuals and Groups of up to 250 members, Call Alert, Direct Connect1:1 calling between 2 TDC devices, quick group call (up to 10 members), and broadcast calling.

**Underlying Agreement.** References to “Agreement” in this Addendum mean the Customer’s underlying services agreement with T-Mobile (“**Agreement**”). Use of TDC is subject to acceptance of this Addendum, the terms set out herein, including the attached and incorporated Attachment 1 (Land Mobile Radio Interoperability Annex). Unless otherwise defined in this Addendum, the capitalized terms in the Agreement will apply to this 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The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“**Order**”).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.

The following terms and conditions will apply to Customer’s purchase and use of TDC.

1. **TDC Terms of Service.** T-Mobile is solely providing Customer with access to TDC, a product of Motorola Solutions, Inc., a third-party provider (“**Motorola**”). Customer’s use of TDC is subject to acceptance of Motorola’s End User License Agreement (the “**EULA**”) presented to an end user electronically upon first login to the application. The EULA may be updated by Motorola at any time, without notice.
2. **Responsibility for the TDC.** Except for billing for TDC, as described further in Section 3, below, the purchase and use of TDC is primarily governed and controlled by the EULA. T-Mobile does not control how TDC transmits, accesses, stores or uses data and expressly disclaims all liability related to or arising from the Product, including Customer’s use of the Product, 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 Product. T-Mobile is not responsible for wireless connections with the Product 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 Addendum supplements and does not amend the Agreement.
3. **Billing; Fees.** Customer will be charged for TDC on a monthly billing cycle basis in accordance with the Agreement. Customer agrees to pay all Charges (including, but not limited to the MRCs) assessed and billed to Customer’s Master Account. For questions on billing contact (844) 941-0630 or [governmentaccount@t-mobilesupport.com](mailto:governmentaccount@t-mobilesupport.com).
4. **Term and Termination of the Addendum.** 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.
5. **Pricing.** Pricing for TDC is set forth in the applicable pricing exhibit, table, and/or attachment of the Customer’s Agreement.
6. **T-Priority/Priority Access and Preemption/Wireless Priority Service.** In order for Customer to be eligible for T-Priority (“**T-Priority Service**” or “**T-Priority**”) and priority voice and data access and preemption (“**Priority Access and Preemption**”) in connection with Mission Critical and Mission Critical Advanced Push-to-Talk (collectively, “**MC PTT**”) features under this Addendum, the Customer must separately confirm eligibility and register for Wireless Priority Service (“**WPS**”) with the U.S. Cybersecurity & Infrastructure Security Agency (“**CISA**”), a component agency of the U.S. Department of Homeland Security (“**DHS**”), pursuant to the following:

- a. **T-Priority Service Description.** T-Priority Service provides additional network functionality enabling eligible customers engaged in public safety activities to receive higher levels of performance for their wireless communications while on T-Mobile's Network. Customer's use of T-Priority Service, including eligibility requirements, are subject to the terms and conditions of T-Mobile's T-Priority Service Addendum located at <https://www.t-mobile.com/business/terms-and-conditions> which is incorporated by reference and made part of this Addendum.
- b. **Priority Access and Preemption Description.** Priority Access and Preemption provides specialized treatment of voice and data sessions during times of high network utilization for approved customers. Priority Access and Preemption will be provided at no additional cost to Customer subject to the terms, conditions, and limitations herein.
- c. **WPS Service Description and Eligibility.** WPS was created by DHS and is operated by CISA. It provides voice calling priority and data priority to government-approved wireless subscribers and lines in certain emergency situations. To receive WPS for qualifying Employees of Customer, Customer must first register with CISA. CISA determines a customer's eligibility for WPS and the level of priority a customer will receive. If Customer and its lines are approved by the CISA, T-Mobile will provide WPS to Customer at no charge. For technical support related to WPS, Customer must contact CISA at 866-627-2255 or [support@gwids.cisa.gov](mailto:support@gwids.cisa.gov). Customer acknowledges that (i) the WPS program is governed by CISA; (ii) Customer is subject to all applicable CISA program rules and limitations; and (iii) continued WPS eligibility is determined by and subject to approval of CISA.
- d. **WPS Registration.** Customer agrees to register for WPS and authorizes T-Mobile to submit a registration application to CISA on Customer's behalf (including managing WPS line additions or removals on behalf of Customer) unless the Customer opts out of registration as described in subsection 6.d. below. Customer's WPS registration application is contingent on the Customer's agreement to all CISA terms and conditions of the WPS program including, but not limited to, the following: (i) Customer continues to have an organizational mission which supports National Security/Emergency Preparedness ("NS/EP") as this mission is defined by CISA at <https://www.cisa.gov/gets-eligibility>; (ii) Customer identifies a Customer Point of Contact ("POC") to manage the WPS account; and (iii) Customer certifies that all Customer users on whose behalf Customer request WPS meets all CISA and Federal Communication Commission ("FCC") requirements for WPS eligibility. WPS requirements can be found at <https://www.cisa.gov/sites/default/files/publications/WPS%20Eligibility.pdf>. By agreeing to WPS registration as described above, Customer acknowledges and agrees that T-Mobile will share the following limited Customer information with CISA to complete WPS registration on behalf of Customer: (i) the Customer's organizational name, (ii) internal T-Mobile account number, device number(s), and (iii) the following POC information for Customer: (a) first and last name; (b) phone number; and (c) email and physical address. In the event CISA requires additional Customer information for WPS registration, Customer will agree to exercise commercially reasonable efforts to provide this information to T-Mobile, and provide any and all consents required by T-Mobile pursuant to applicable law in order to provide this information to CISA on behalf of Customer.
- e. **WPS Registration Opt-Out.** Customer can elect not to receive the benefit of the WPS program and the T-Mobile-specific benefits of Priority Access and Preemption by opting out of registration of WPS as described above. Customer must notify T-Mobile in writing within 14 days of the effective date of this Addendum of its election not to participate in WPS registration by sending its written notice to [CSCAGovernmentContracts@T-Mobile.com](mailto:CSCAGovernmentContracts@T-Mobile.com). Customer may also notify T-Mobile of its desire to withdraw from WPS registration by providing T-Mobile written notice to the same email address noted above.
- f. **Limitations/Disclaimers.** Priority Access and Preemption is for Domestic traffic only on T-Mobile's Network and requires T-Mobile approval of both end users and devices. Features, coverage and service are not available everywhere and are subject to change. Priority Access and Preemption is not available while roaming on another carrier's network or while connected to Wi-Fi. In areas with standalone 5G, WPS functions may cause data service to default to 4G LTE. Priority Access and Preemption provides WPS users with voice and data priority over standard users on the T-Mobile Network, but does not guarantee voice

and data network access. End users with the same priority will be prioritized on a first-come, first-serve basis. Priority Access and Preemption service are subject to the wireless coverage and service limitations described in the Customer's Master Agreement. T-Mobile reserves the right to discontinue this service at any time to an end user for abusive or excessive use of T-Mobile's Network.

7. **Support.** Customer may contact a T-Mobile Care Representative for any additional questions relating to TDC at 800-375-1136.

8. **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.

9. **Miscellaneous.** 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 TDC Addendum.

**Attachment 1**  
**LAND MOBILE RADIO INTEROPERABILITY ANNEX**

The terms included on this Land Mobile Radio Interoperability Annex (the "**LMR Annex**") supplement the TDC Addendum. Unless defined in this Land Mobile Radio Annex, the capitalized terms in the Agreement and TDC Addendum will apply.

- 1. LMR Description.** Land Mobile Radio ("**LMR**") assists Customer in utilizing its existing LMR system in conjunction with the TDC application. Customer will utilize a Radio Over IP ("**RoIP**") gateway, which connects Customer provided LMR donor radio using a matched cable.
- 2. LMR Terms of Service.** T-Mobile is solely providing Customer with access to LMR, a product of Motorola Solutions, Inc., a third-party provider. Customer's use of the Product is subject to acceptance of the third-party terms of use (the "**Third-Party Terms**") in the manner required by Motorola. The Third-Party Terms may be updated by the third-party provider at any time, without notice. T-Mobile is not bound by, and does not assume any obligations, commitments or liability under the Third-Party Terms. T-Mobile does not control and is not responsible or liable for how LMR transmits, accesses, stores, or uses data.
- 3. Customer Obligations.** Customer must provide a supported RoIP gateway, as well as the necessary cabling and any additional products necessary to interface with the LMR system. The gateway is an active network device which may consume IP resources on the Customer's network. Customer is responsible for performing the necessary configuration steps to the connected network, the IP gateway equipment, and the backhaul network. Customer must assign a single point of contact to support the deployment. Customer must comply with all technical requirements for the deployment, as identified by T-Mobile or Motorola.
- 4. Pricing** One-Time charges ("**OTC**") are set forth in Customer's Agreement. OTC do not include taxes, fees, surcharges. No hardware or network service is provided as part of the pricing. MRC is net of all discounts. No other service discounts will apply.