

## SIMETRY - STANDARD TERMS FOR PROVIDING RENTALS. SERVICES, WIRELESS SERVICES, WHOLESALE SERVICES OR SALES

These terms and conditions (herein, the "Agreement") set forth the agreement between SIMETRY ("SIMETRY") and the customer (the "Customer") identified in the proposal, work order, field ticket, delivery ticket, notes to pricing, contract, invoice email, facsimile, text message or other communication referencing this Agreement or to which this Agreement is attached (the "Order Document"), relating to SIMETRY providing to Customer (i) products, materials, supplies, machinery, parts, tools or equipment (the "Equipment"), (ii) sales of Equipment ("Sales"), and (v) wholesale Services), (iii) rental of Equipment ("Rental"), (iv) sales of Equipment ("Sales"), and (v) wholesale Services) and services as further dendicated in the Order Document ("Wireless Services"), (iii) rental of Equipment, Wireless Services, Rental, Sales, Wholesale Services, and related services provided by to Customer's settlorized to resell those Services ("Wholesale Services"), and Equipment, wireless Services, Rental, Sales, Wholesale Services, and related services provided by the Customer's town of the Services of the Services, and related services provided by the Customer's town of the Service Agreement Leach Party should print and retain a copy of every Order Document. SIMETRY's acceptance of Customer's order is expressly conditioned upon Customer's assent to, and all Services will be only in accordance with, this Agreement, notwithstanding different or additional terms and conditions contained on any of Customer's forms, including any Master Service Agreement between Customer and acknowledgement copy of a Customer work order, purchase order, service agreement, lease, rental agreement or similar document relating to SIMETRY's providing any Services to Customer, the Customer agrees that SIMETRY's signature thereon is provided solely (i) as an accommodation to Customer agrees that SIMETRY's signature thereon is provided solely in a san accommodation to Customer services and the subject of the Sale or this Agreement, the failure of either party

such procedures or specifications requested by Customer will be chargee to the customic including direct and indirect costs, such as technical support, labor, overhead, administrative D. Prices for Sales and Rentals may not include the cost of personnel or equipment or aids required to install any Equipment. Upon request, SIMETRY will provide such personnel and equipment or aids at its then applicable rates.

E. Order Documents agreed to by Customer and SIMETRY way be cancelled or modified only with SIMETRY written consent. By executing the Order Document referencing this Agreement or by accepting the Services, Customer agrees to be bound by a subsequent written (including by email, facsimile, text message) modifications to the Services, and pricing reflected in the original or subsequent mutually accepted Order Document (including a paid invoice). Any cancellation, modification or Customer requested delays of an Order Document written (including by email, facsimile, text message) modifications to the Services, and pricing will result in a charge equal to (a) thirty percent (30%) of the quoted or estimated costs and fees if nonstandard or special Services, of the full purchase order price, and (c) 100% of the fees that will accrue during the unexpired portion of the Term (as hereinafter defined) with respect to Wireless Services.

F. The term of this Agreement (the Term) will begin on the Commencement Date (as the then existing Term, the Term shall, unless otherwise stated on a renewal Order Document. Tenew for an additional period of the same length as the then existing Term uncertainty of the then existing Term, the Term shall, unless otherwise stated on a renewal Order Document. Tenew for an additional period of the same length as the then existing Term uncertainty of the then existing Term, the Term shall, unless otherwise stated on a renewal Order Document. Tenew for an additional period of the same length as the then existing Term uncertainty of the same length as the three existing term uncertainty of th

credit terms at any time writing transfaring of the Services are net thirty (30) days after Customer's financial condition materially changes.

H. Standard payment terms for Services are net thirty (30) days after Customer's receipt of SIMETRY invoice, provided, however, that with respect to Wholesale Services, net seven (7) days as described in Section 1(L) below, except as otherwise provided elsewhere herein. All payments, unless otherwise specified in the Order Document, notes to pricing or invoice referencing this Agreement is attached, shall be made in U.S. Dollars to SIMETRY at PO BOX \$42364, Dallas, TX 75284-2364. If credit or payment terms are not met, in addition to its other legal rights, SIMETRY may (i) defer or cancel, at its option, all or any portion of the Services, and (iii) charge Customer interest at the lesser of (a) eighteen percent (16%) per annum, or (b) the maximum rate permitted by applicable law, on the unpaid balance due. Customer will pay all of SIMETRY sosts, including attomey's fees and court costs, incurred in connection with the collection of past due amounts from Customer. Nothing herein shall be interpreted to prevent SIMETRY from claiming, fining or enforcing any liens when the rights thereto arise directly from Customer's failure to pay SIMETRY in breach of this Agreement.

I. Any expenses, charges, goods, inventory, equipment, or other personal property

liens when the rights thereto arise directly from Customer's failure to pay SİMETRY in breach of this Agreement.

1. Any expenses, charges, goods, inventory, equipment, or other personal property provided to Customer by SIMETRY from or involving third parties shall be supplied to Customer at SIMETRY's cost, plus an administration fee, unless otherwise agreed to in writing.

J. Customer shall notify SIMETRY within five (5) business days after receipt of an invoice if Customer in good falth disputes all or some element of the invoice. Customer and SIMETRY shall promptly attempt to affect a resolution of any dispute. Notwithstanding the foregoing, Customer shall pay the portion of any invoice that is not disputed in good faith.

K. If Customer has a credit balance with SIMETRY, then SIMETRY shall be entitled to set off such credit against other amounts owed by Customer providing Customer with written notice describing (i) the basis for such credit balance in reasonable detail, and (ii) how the credit will be applied. The terms of this section apply to, and includes, Customer's and SIMETRY's respective effiliates.

rotice describing (i) the basis for such or redit balance in reasonable detail, and (ii) how the credit will be applied. The terms of this section apply to, and includes, Customer's and SIMETRY's respective affiliates.

For Wholesale Services, SIMETRY will provide wireless cellular data to Customer for a set per month fee, per data plan, in addition to a one-time activation fee for each new data plan. The monthly billing period for Wholesale Services is a thirty (30) day period and will not hicutate in length regardless of the number of days in the actual month. For Wholesale Services, Customer shall pay any activation fees and the first monthly usage fees not let rhan seven (7) calendar days after activation of a new account. Subsequent monthly usage fees shall be paid no later than seven (7) calendar days after the date of each monthly renewal. Activation of service prior to SIMETRY's receipt of applicable activations fees and usage fees shall be deemed an extension of credit from SIMETRY to Customer. The foregoing provisions notwithstanding, SIMETRY will not extend more than \$3,00.00 in credit to Customer at any one-time. Further, Simtery shall have no obligation to extend credit to the Customer and may, int so lea, absolute and unfettered discretion, require customer to provide a deposit prior to the activation of wholesale services.

M. SIMETRY may, with at least 30 days' notice to Customer, change prices, charges, and fees in response to any changes in service or pricing made by the underlying carrier or in response to any regulatory changes.

Delivery; Disclaimer. SIMETRY will use its commercially reasonable efforts of the value of the price of the properties of the pr

Equipment immediately upon delivery. Customer shall be deemed to have accepted the Equipment as delivered.

3. Risk of Loss. Title to, and risk of loss of, Equipment will pass to Customer upon shipment of Equipment ("FOB Shipping Point"). If SIMETRY has not received shipping instructions at the time of delivery or if Customer requests that SIMETRY store the Equipment until further instruction or if Customer does not inform SIMETRY of shipping instructions for other reasons. SIMETRY shall act as a baile of such Equipment and may charge Customer its customary storage rates. During any such bailment, Customer will maintain all-risk property insurance on Equipment, at its replacement value, and SIMETRY will not be liable for deterioration or loss of Equipment resulting from atmospheric conditions, acts of God, or other events not within SIMETRY reasonable control.

4. Acceptable Use. Customer's use of Wireless Services must comply with the then-events of SIMETRY's Acceptable Use. Policy available at https://www.SIMETRY.com/terms-conditions/ ("AUP"). SIMETRY reserves the right to amend terminate the affected Wireless Service(s) without penalty upon the levent a material modification of the AUP has a material and detrimental effect on Customer. Customer may terminate the affected Wireless Service(s) without penalty upon ten (10) business days written notice to SIMETRY's Customer may not use the Wireless Service in any manner that interfers with the operation of SIMETRY's Network or the network of any wireless or wireline service provider whose services SIMETRY's estevork or any Underlying Network'), or the use of SIMETRY's reserves the right to suspend the Wireless Service for any unlawful purpose or in any unlawful manner. SIMETRY reserves the right to suspend the Wireless Service for any unlawful purpose or in any unlawful manner. SIMETRY reserves the right to suspend the Wireless Service for any unlawful purpose or in any unlawful manner. SIMETRY reserves the right to suspend the Wireless Service or for any unlawf

sction.

5. Not for Resale.

A. Except as described in Section 5(B) below, Customer represents that it does not parale as an internet service provider, is not a telecommunications carrier, reseller or shared nant service provider registered with the FCC, and the Wireless Services are not for resale. Customer becomes an internet service provider, telecommunications carrier, reseller or hared tenant service provider registered with the FCC or an international call center, SIMETRY ay suspend Wireless Service, terminate this Agreement or revise Customer's pricing and

terms to reflect Customer's reseller status retroactively to the date that Customer's status changed.

For Wholesale Services, Customer is permitted to resell SIMETRY Services under

changed.

B. For Wholesale Services, Customer is permitted to resell SIMETRY Services under the following conditions:

(i) Customer usust maintain a current business license certificate (or state equivalent) on lile and provide a copy, with Tax ID, to SIMETRY.

(ii) Customer is solely responsible for obtaining and maintaining any and all necessary state and federal licenses, certifications, and authorizations required for Customer to resell SIMETRY Services. SIMETRY assumes no responsibility for Customer's violation of any state or federal laws or regulations related to Customer's resale of SIMETRY Services.

(iii) Customer shall be responsible for all sales, service and support of each data plan. Customer may set its own pricing and plan details for its customers and should establish its own brand with unique benefits and features as Customer deems fit.

(iv) Customer may not use the brand name of any underlying wireless service provider, or SIMETRY or other trade names or marks associated with any underlying wireless service provider, or SIMETRY in any marketing.

(v) The underlying wireless service provider has the authority to mitigate network classified in the service provider and the consumption, illegal activity, misuse or abuse of service. Further, The underlying wireless service provider has the right to change plan details and availability are left to its sole, absolute and unfettered discretion. The rights set forth in this Agreement shall have no effect on such rights of the underlying wireless service provider shall have no obligation to disclose the cause or basis for a cancellation of service. Accordingly, Customer shall not be entitled to any refund of activation fees or any monthly usage fees in the event of cancellation of service by the underlying wireless service provider for any reason.

Accordingly, Customer shall not be entitled to any refund of activation fees or any monthly usage fees in the event of cancellation of service by the underlying wireless service provider for any reason.

6. Termination.

A. Termination by Customer for Cause. If SIMETRY fails to perform a material obligation under this Agreement and does not remedy such failure within ten (10) business days following written notice from Customer (SIMETRY Delauft). Customer may terminate the affected Rental, Service, Wireless Service or this Agreement without further liability except for the payment of all accrued but unpaid charges.

B. Termination of Wireless Services by Customer for Convenience. Customer may, at any time and without cause, terminate any Wireless Service upon thirty (30) days written notice to the applicable Commencement Date(s). Customer shall reimburse SIMETRY for all costs of implementation of terminated wireless Service(s) (including third party cancellation fees, if any); or (iii) if Customer terminates any Wireless Service or province of the control 
reasonably possible.

7. Metwork Maintenance. SIMETRY may perform system maintenance with respect to the Wireless Services upon written notice to Customer. Customer acknowledges that SIMETRY's regular or everyday network maintenance may result in certain Wireless Service interruptions. If scheduled or unscheduled network maintenance should result in the interruption of Wireless Service, to the extent possible it shall be accomplished after written notification to Customer (if such notification is oral due to unscheduled maintenance, it shall be followed by written facsimile or e-mail notification if reasonably possible) and will be completed within a reasonable time. In no event shall interruption for system maintenance constitute a failure of performance by SIMETRY.

8. Special Rental Terms.

A. Customer acknowledges that Customer has inspected the Rental Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs.

B. Customer represents that it will use the Rental Equipment in a careful and proper manner and shall comply with all SIMETRY specifications and all laws and regulations relating to the possession, use, storage and maintenance of the Rental Equipment.

C. In the event the parties agree that Customer shall operale Rental Equipment, then Customer represents that such Rental Equipment will be operated by skilled personnel, trained in the use of the Rental Equipment. Customer will keep all Rental Equipment free from liens and encumbrances arising in connection with Customer's operations and/or use of the Rental Equipment.

D. Customer, at its sole cost, shall provide and maintain insurance against the loss. possible. <u>Network Maintenance</u>. SIMETRY may perform system maintenance with respect eless Services upon written notice to Customer. Customer acknowledges that

Customer represents trial such retrial Equipment of the Rental Equipment Customer's operations and/or use of the Rental Equipment. Customer's operations and/or use of the Rental Equipment.

D. Customer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental Equipment in an amount not less than the replacement value.

E. Upon the expiration of the Term of any Rental, Customer will at its sole cost return or coordinate the return of the Rental Equipment to the facility designated by SIMETRY, in working condition, reasonable wear and tear excepted. Upon receipt, SIMETRY will service and inspect the Rental Equipment, and in the event that SIMETRY determines any is damaged, then Customer shall be responsible for all costs for service work, inspections and parts required to bring the Rental Equipment to good working condition.

F. Customer shall be solely responsible for any damages, loss or destruction to SIMETRY's equipment or products, other than normal wear and tear.

9. Confidentiality. The parties acknowledge and agree that all sensitive and proprietary information provided by one party to the other party under this Agreement (the "Confidential Information") are considered TRADE SECRET, PROPRIETARY, and CONFIDENTIAL INFORMATION of the disclosing party. The receiving party, therefore, agrees that receiving any shall exercise due care to prevent disclosure of the disclosing partys Confidential Information to any considered persons or entities. The receiving party further grees not to reverse engineer, copy, modify, manufacture or practice any of the Confidential Information is and shall remain the sole and exclusive property and proprietary information of disclosing party. The remain the sole expense of the surface of

party who fot the best of receiving party's knowledge) had no duty of confidentiality to disclosing party, or (d) was independently developed by receiving party without reference to the Confidential information. Notwithstanding the foregoing, SIMETRY may identify Customer as a customer or client.

10. Ownership of Intellectual Property.

A. In the course of performance of the Agreement, in an effort to address and provide solutions for problems that are specifically related to the performance of the Agreement, employees of SIMETRY may conceive or make new inventions, ideas, or discoveries that may be protected by patent or copyright or maintained as a trade secreft (the "Intellectual Property"). Subject to the obligation of the respective employees of SIMETRY to assign their interest in such Intellectual Property oscinceved or made during the Term partially or solely by any SIMETRY employee(s).

B. Notwithstanding any other provision herein. Customer and SIMETRY sagree that SIMETRY shall have the night to use information obtained from the Services and provided to Customer, aggregated without regard to source, to analyze and improve SIMETRY services, methods, or equipment.

11. Limited Warranty. Notwithstanding any other provision of this Agreement to the contrary, SiMETRY warranty. Notwithstanding any other provision of this Agreement to the contrary, SiMETRY warranty. Notwithstanding any other provision of this Agreement to the contrary, SiMETRY warranty. Notwithstanding any other provision of this Agreement to the contrary, SiMETRY warranty. Notwithstanding any other provision of this Agreement to the contrary, SiMETRY warranty. Notwithstanding any other provision of this Agreement to the contrary, SiMETRY warranty. Notwithstanding any other provision of this Agreement to the Contrary, SiMETRY warranty. Notwithstanding any other provision of this Agreement to the Contrary, SiMETRY warranty. Notwithstanding any other provision of this Agreement to the Contrary, SiMETRY warranty. Notwithstanding and the provisi

GALE SERVICES OR SALES

do not so infringe and shall protect, defend, indemnify and hold harmless SIMETRY and its Group from any such claims.

F. THIS LIMITED EXPRESS WARRANTY, AND THE STATED REMEDIES FOR REACH THEREOF, SHALL BE IN LIEU OF, AND CUSTOMER HERBEW WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES, FOR GOOD AND WORKMANLIKE PEROFRIMANCE, MERCHANTABILITY, SUITABILITY OR TITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

G. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT (1) CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WITHOUT SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SIMETRY AND THE UNDERLYING CARRIER; (3) THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KINDE TO CUSTOMER WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; (4) MESSAGES OR DATA TRANSMISSIONS MAY SE DELAYED, DELETED OR NOT DELIVERED, AND 911 CALLS MAY NOT BE COMPLETED; (5) THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS 'RANSMISSIONS AND VILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE WILL DEMANDS THE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE WILL NOT HELESS SERVICES. CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

WIRELESS SERVICES. CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

12. Indemnities.

A. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND (WITH COUNSEL APPROVED BY SIMETRY), INDEMNIFY, RELEASE, AND HOLD HARMLESS SIMETRY AND ITS GROUP FROM AND AGAINST ALL LIABILITIES, CLAIMS, COSSES, DAMAGES, AND EXPENSES; INCUEDING REASONABLE ATTORNEY'S ANDIOR LEGAL FEES AND EXPENSES; HOWEVER ARISING REASONABLE ATTORNEY'S ANDIOR LEGAL FEES AND EXPENSES; HOWEVER ARISING OR INCURRED, RELATED TO (a) ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, ANY CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR CONTROL OF THE SERVICES OR (ii) BREACH OF THIS GREEMENT BY CUSTOMER, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY (CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S NORMIN'TY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT), (b) CONTENT OF ANY COMMUNICATION TRANSMITTED OR UPLOADED VIA THE WIRELESS SERVICES HEREUNDER, (c) THE USE OF WIRELESS SERVICES HEREUNDER, (d) THE WIRELESS SERVICES HEREUNDER, (d) THE WIRELESS SERVICES HEREUNDER, AND (e) COMPLIANCE WITH THE RESPECT TO THE WIRELESS SERVICES HEREUNDER, AND (e) COMPLIANCE WITH THE RESPECT TO THE WIRELESS SERVICES HEREUNDER, AND (e) COMPLIANCE WITH THE WIFE AND THE OWNERS OF THE WITH RESPECT TO THE WIRELESS SERVICES HEREUNDER, AND (e) COMPLIANCE WITH THE WIFE AND ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, LICENSES, CERTIFICATIONS AND AUTHORIZATIONS. CUSTOMER SHALL MAKE NO CLAIM NIFORMATION, PRODUCT, SERVICE, SOFTWARE OR OTHER ITEMS OR ORDER OF THE OWNER OF THE THE WITH RESPECT TO THE WIRELESS SERVICES HEREUNDER AND OF THE INTERNET WITH RESPECT TO THE WIRELESS SERVICES HEREUNDER AND THE RESPECT TO THE WIRELESS SERVICES HEREUNDER AND THE THEN STORY SHALL AND SPECIFICALLY

LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUTS BY ITS OWN EMPLOYEES. THE DUTY TO NDEMMIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

C. Customer shall not be obligated to indemnify SIMETRY for that part of any that liability, claim, loss, damage, or expense caused solely by the intentional misconduct or sole negligence of SIMETRY.

13. Compliance with Laws. Each party shall comply with all applicable laws in connection with the performance of this Agreement. Each party warrants, represents and agrees that in securing this Agreement it has complied, and in performing this Agreement is shall comply, with all applicable laws, statutes, regulations and orders relating to anti-bribery, anti-corruption, anti-money laundering, competition. Each party agrees to indemnify, defend and hold harmless the other party from and against all claims, demands, causes of action, and proceedings of every kinds and character without limit with respect to the failure of any member of the indemnifying party's Group to comply with this provision. This section shall survive termination or cancellation of this Agreement.

14. Assignment. Neither Party may assign this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. However, either Party may assign the Agreement to any entity controlled by, under the same control as, or controlling said Party and in connection with any merger, consolidation, recapitalization or reorganization, involving in each case the sale of all or substantially all of the capital stock or assents of such Party or any parent, subsidiary or commonly-owned corporation of such Party without the other Party's consent, provided that (a) the assigning Party party has paid all outstanding invoices in full, and (b) the assigning Party promptly notities the other Party of such assignment or transfer of a Party's rights or obligations without the other Party sendicative and the prov

17. Consequential Damages; Limitation of Liability.

A. Notwithstanding any provision in this Agreement, in no event shall SIMETRY be liable to Customer for punitive or exemplary, indirect, incidental or consequential damages resulting from or arising out of this Agreement, including, without limitation, loss of profit, loss of product, loss of reserves, loss of data or costs of procurement of substitute wireless services, loss or inability to use properly and equipment and business interruption, or failure to meet contractual obligations owed to others, however same may be caused, regardless of ownership, regardless of whether or not occasioned by or resulting from negligence, strict lability, breach of warranty or other fault of SIMETRY, as the case may be, in whole or part, whether sole, joint, active or passive, excepting acts or omissions constituting willful misconduct committed by SIMETRY or any member of its Group; and Customer shall indemnify, defend and hold SIMETRY harmless from such claims made against SIMETRY.

B. Furthermore, SIMETRY shall not be liable to Customer or any third party, either in contract or in tort, for unauthorized access of Customer's or its users' network security, including, but not limited to, unauthorized access to or alternation, theft or destruction of files, programs, procedures or information through accident, fraudulent means or devices, or any other method.

C. Notwithstanding any provision in this Agreement, in no event shall SIMETRY total liability under this Agreement for claims, damages, causes of action, demands, judgments, indemnities, fines, penalties, awards, losses, costs and expenses, including attorney fees and costs of litigation, exceed the amount of SIMETRY invoice for the affected portion of the Services.

D. In no event shall SIMETRY's third-party suppliers be liable to Customer or any other

Services.

D. In no event shall SIMETRY's third-party suppliers be liable to Customer or any other party for any loss arising out of the provision of Wireless Services hereunder and Customer hereby waives the right to make a claim against any such supplier, except to the extent that Customer has separately established a contract with said supplier for wireless services or a wireless component.

virieless component.

E in any jurisdiction that limits the scope of or precludes limitations or exclusion of liability, remedies or damages or do not allow implied warranties to be excluded, the limitation or exclusion of remedies, damages or liability set forth above are intended to apply to the maximum extent permitted by law.

18. Independent Contractor. SIMETRY is an independent contractor with respect to Customer, and neither Customer nor anyone used or employed by Customer shall be deemed for any purpose to be the agent or employee of SIMETRY with respect to any Services. Customer shall have no direct control over SIMETRY or its employees except in the results to be obtained.

Customer, and neither Customer nor arryone used to employee or SIMETRY with respect to any Services. Customer shall have no direct control over SIMETRY or its employees except in the results to be obtained.

19. Statutory Employer. In all cases where SIMETRY's employees (defined to include the obtained) of its subcontactor's direct borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 et seq., Customer and SIMETRY agree that all work and operations performed by SIMETRY and its employees pursuant to this Agreement are an integral part of and are essential to the ability of Customer to generate Customer's goods, products and services for purposes of La. R.S. 23:1051(C) Furthermore, Customer and SIMETRY agree that Customer is the statutory employees, but SIMETRY sagree that Customer is the statutory employees, but SIMETRY sagree that Customer is the statutory employees, and shall not be entitled to seek contribution for any such payments from customer or its insurers. SIMETRY agrees that its worker's compensation insurance and employer's liability insurance policies shall be endorsed to designate Customer as an alternative employer and sa principal and statutory employer or borrowing employer and shall be further endorsed to waive unconditionally those underwriter's or insurer's rights of subrogation against Customer.

20. Severability, if any provision hereof is invalid under such applicable law for any apossible the intent of the parties reflected in such invalid provision. In any event, all other provisions hereof will remain binding, valid, and enforceable.

21. Governing Law. Unless otherwise specified in the proposal, work order, contract, notes to pricing or invoice referencing this Agreement or to which this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding conflicts of law and choice of law principles, and venue for any disputes shall lie in Houston, Harris County, Texas.

22. Entire Agree

2024-04-19 SIMETRY Standard Terms (CLEAN) PROPRIFTARY