

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) SIMETRY's standard usage-based and dedicated wireless data services as further described in the Order Document ("Wireless Services"), (iii) rental of Equipment ("Rental"), (iv) sales of Equipment ("Sales"), and (v) wholesale Services provided by SIMETRY to Customers authorized to resell those Services ("Wholesale Services"). All Equipment, Wireless Services, Rental, Sales, Wholesale Services, and related services provided by to Customer by or through SIMETRY are referred to collectively as "Services", with respect to the matters in this Agreement. Each 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 SIMETRY or any of their respective affiliates, which are hereby objected to and rejected, and which will not be binding on SIMETRY. Further, in the event that SIMETRY signs and returns an 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 for Customer's internal administrative purposes only, (ii) does not signify SIMETRY agreement to any terms or conditions contained therein which vary, conflict with, or impose additional obligations to the provisions set forth in this Agreement and (iii) shall be void and of no force or effect and shall not alter, modify, amend or otherwise change the terms of this Agreement.. The failure of either party to enforce any provision hereof will not constitute a waiver or preclude subsequent enforcement thereof. **Notwithstanding the foregoing, if Customer and Stallion have negotiated and agreed to an unexpired and valid Master Service Agreement, or other written agreement that governs their relationship with respect to Work between Customer and Stallion, then the terms of such MSA or agreement shall control to the extent of any conflict with the Order Document.**

1. Orders; Prices; Term.

A. Customer agrees to pay SIMETRY for the Services ordered in accordance with the prices and terms set forth in the Order Document, or if not specified then the SIMETRY price schedule prevailing on the date of (i) delivery of Equipment made the subject of the Sale or Rental, or (ii) performance or provision of the Services. All prices and rates quoted are exclusive of, and Customer shall pay and reimburse SIMETRY, amounts Customer or SIMETRY may undertake or incur in connection with the use of, or in connection with the payment for, the Services, including fees, payments, costs, charges, shipping charges, cancellation fees, restocking charges, special documentation or licensing costs, mobilization and demobilization costs, special handling fees, customs expenses, import and export expenses, bonding fees, tariffs, duties, tolls, transaction or payment processing fees, convenience fees, administration fees, permit and compliance fees, utility cots, disposal and waste management fees, packaging environmental and regulatory compliance and impact fees, reporting costs, federal, state, local and foreign sales, use, excise and withholding taxes, value added taxes, and other taxes. Customer shall advise SIMETRY of any applicable tax exemptions or permit/license costs and shall provide SIMETRY with appropriate documentation to support such claim. Customer further agrees to promptly notify SIMETRY of any change in such status and will reimburse SIMETRY for any expenses incurred by SIMETRY resulting from that change. Such charges, if any, shall be for Customer's account and if incurred by SIMETRY then separately stated in SIMETRY's invoices. All documentation, legalization and related items will be Customer's responsibility and account unless otherwise agreed in writing by an authorized SIMETRY signatory.

B. Prices are quoted (i) from the SIMETRY facility where the Equipment made the subject of the Transaction is made available, (ii) from which the personnel providing any services depart (the "Departure Base"), or (ii) with respect to the Wireless Services based on the requested location(s), type and rate, the stated Wireless Service Commencement Date and the stated number of months for such service (if no number of months is stated, it is deemed to be twelve months). Customer will arrange for shipment of Equipment and pay for all crating, handling, shipping costs, and all mobilization and demobilization costs, if applicable. If Customer requests SIMETRY to arrange for shipment, SIMETRY may at its own election, ship to Customer in a commercially reasonable manner, at Customer's sole risk and expense. SIMETRY may charge an administration fee when SIMETRY makes shipping arrangements. Personnel travel and related costs will be as specified in the Order Document, or if not specified then pursuant to SIMETRY's then applicable rates.

C. Prices are based on SIMETRY's standard procedures and specifications for providing Services. All costs for additional labor, site surveys or materials or outside service for modification of such procedures or specifications requested by Customer will be charged to the Customer, including direct and indirect costs, such as technical support, labor, overhead, administrative costs, and shop supplies.

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 may 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 will result in a charge equal to (a) thirty percent (30%) of the quoted or estimated costs and fees if relating to standard Services, (b) one hundred percent (100%) 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 hereinafter defined) and extend for the period specified in the Order Document. Upon expiration of the then existing Term, the Term shall, unless otherwise stated on a renewal Order Document, renew for an additional period of the same length as the then existing Term unless either Party delivers written notice to the other Party thirty (30) days prior to the expiration of such Term. SIMETRY may adjust the rates for month-to-month Services via written notice to Customer. All

Services ordered under this Agreement are subject to availability. The "Commencement Date" for each of the Services will be the date specified in the Order Document, or with respect to Wireless Services the date upon which SIMETRY notifies Customer that the Service is available for Customer's use.

G. SIMETRY reserves the right to approve or reject the credit of any Customer and to establish credit terms for each Customer. SIMETRY may terminate this Agreement or modify credit terms at any time while furnishing Services to Customer without further liability if SIMETRY assessment, in SIMETRY's sole discretion, of 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 or to which this Agreement is attached, shall be made in U.S. Dollars to SIMETRY at PO BOX 842364, 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 (ii) charge Customer interest at the lesser of (a) eighteen percent (18%) per annum, or (b) the maximum rate permitted by applicable law, on the unpaid balance due. Customer will pay all of SIMETRY's costs, including attorney'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, filing or enforcing any liens when the rights thereto arise directly from Customer's failure to pay SIMETRY in breach of the Order Document or this Agreement.

I. 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 faith 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 by 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 affiliates.

L. 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 fluctuate 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 no later than 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 \$3,000.00 in credit to Customer at any one-time. Further, SIMETRY shall have no obligation to extend credit to the Customer and may, in its sole, 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.

2. **Delivery; Disclaimer.** SIMETRY will use its commercially reasonable efforts to have Equipment ready for shipment by the agreed date, subject to receipt by SIMETRY of all necessary Customer information. **SIMETRY ASSUMES NO LIABILITY FOR DAMAGES INCURRED AS A RESULT OF ITS LATE DELIVERY OF EQUIPMENT, REGARDLESS OF CAUSE.** Unless otherwise agreed in the Order Document, delivery of Equipment will occur upon delivery of such Equipment to Customer's location or pick up by Customer or its agents ("Delivery"). Customer shall inspect all Equipment upon Delivery and confirm that it is in good working order and repair, and suitable for Customer's needs. If Customer fails to inspect the 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 store such Equipment at Customer's risk and may charge Customer its customary storage rates. During any such storage, 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, third-party actors, or other events.

4. **Acceptable Use.** Customer's use of Wireless Services must comply with the then-current version of SIMETRY's Acceptable Use Policy available at <https://www.SIMETRY.com/terms-conditions/> ("AUP"). SIMETRY reserves the right to amend the AUP from time to time, effective upon written notice to Customer. In the event 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. Customer may not use the Wireless Service in any manner that interferes with the operation of SIMETRY's Network or the network of any wireless or wireline service provider whose services SIMETRY re-sells to Customer as part of the Wireless Service ("Underlying Network"), or the use of SIMETRY's network or any Underlying Network by other customers on that network, nor may Customer use the Wireless Service for any unlawful purpose or in any unlawful manner. SIMETRY reserves the right to suspend the Wireless Service or terminate this Agreement effective upon notice for a violation of the Policy or this section.

5. Not for Resale.

A. Except as described in Section 5(B) below, Customer represents that it does not operate as an internet service provider, is not a telecommunications carrier, reseller or shared tenant service provider registered with the FCC, and the Wireless Services are not for resale. If Customer becomes an internet service provider, telecommunications carrier, reseller or shared tenant service provider registered with the FCC or an international call center, SIMETRY may 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.

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

(i) Customer must maintain a current business license certificate (or state equivalent) on file 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 of any kind, including but not limited to electronic, television, radio, print, verbal or sponsorship marketing.

(v) The underlying wireless service provider has the authority to mitigate network congestion, suspend data access or cancel SIM card access from its network for excessive data consumption, illegal activity, misuse or abuse of service. Further, the underlying wireless service provider has the right to change plan details and availability at any time and, although existing plans are typically "grandfathered" and allowed to remain in place, the underlying wireless service provider's decisions regarding 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, and 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.

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 Default"), 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 SIMETRY, provided the following: (i) If Customer terminates any Wireless Service prior 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 (ii) If Customer terminates any Wireless Service on or after the applicable Commencement Date(s), Customer immediately shall pay SIMETRY all charges for Wireless Service(s) previously rendered and rendered through the date of termination.

C. **Termination by SIMETRY.** SIMETRY may suspend Wireless Services and/or terminate this Agreement or any Wireless Service with no further liability if (i) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for five (5) days following written notice from SIMETRY, (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within ten (10) business days following written notice from SIMETRY, or (iii) Customer or any of Customer's users violates the AUP (hereinafter collectively referred to as "Customer Default"). In the event of a Customer Default, SIMETRY shall have the right to (i) suspend Rental, Service(s) or Wireless Service(s) to Customer; (ii) cease accepting or processing orders for Rentals, Services or Wireless Service(s); and/or (iii) terminate this Agreement or any Rental, Service or Wireless Service. If this Agreement is terminated due to a Customer Default, Customer shall remain liable for charges outlined in Section 6.B herein.

Customer agrees to pay SIMETRY's reasonable expenses (including attorney and collection agency fees) incurred due to a Customer Default. In the event of bankruptcy or insolvency of Customer, or if Customer makes any assignment for the benefit of creditors or take advantage of any act or law for relief of debtors, then SIMETRY shall have the right to terminate this Agreement without further obligation or liability on its part. This Agreement may be terminated, or the Rentals, Services or Wireless Services may be suspended, immediately by SIMETRY in the event SIMETRY is prohibited from furnishing such Services due to any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. In the event of any such termination or suspension due to SIMETRY being prohibited from furnishing such Rentals, Services or Wireless Services pursuant to this Section 6.C, SIMETRY will provide Customer as much prior notice as reasonably possible.

7. **Network 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 operate 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, 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,

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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 party shall exercise due care to prevent disclosure of the disclosing party's Confidential Information to any unauthorized persons or entities. The receiving party further agrees not to reverse engineer, copy, modify, manufacture or practice any of the Confidential Information. Notwithstanding any other provision of this Agreement, all Confidential Information is and shall remain the sole and exclusive property and proprietary information of disclosing party, and is disclosed in confidence by disclosing party in reliance on receiving party's agreement to maintain such Confidential Information in confidence and not to use or disclose such Confidential Information to any other person unless require by law or regulation. For purposes of this Agreement, the term Confidential Information shall not include information that (a) was in the public domain at the time of disclosure, (b) was published or otherwise became a part of the public domain after disclosure through no fault of receiving party, (c) was disclosed to receiving party by a third party who (to 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 secret (the "Intellectual Property"). Subject to the obligation of the respective employees of SIMETRY to assign their interest in such Intellectual Property to SIMETRY, Customer and SIMETRY agree that SIMETRY shall own all Intellectual Property conceived or made during the Term partially or solely by any SIMETRY employee(s).

B. Notwithstanding any other provision herein, Customer and SIMETRY agree that SIMETRY shall have the right 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:

A. SIMETRY WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY. SIMETRY WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER.

B. EXCEPT AS EXPRESSLY SET FORTH UNDER THE TERMS OF THIS AGREEMENT, SIMETRY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, THEIR RESPECTIVE DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE SERVICES ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SIMETRY AND ITS AFFILIATES. THERE IS NO WARRANTY THAT THE SERVICES ARE SUITED FOR CUSTOMER'S INTENDED USE, OR THAT THE SERVICES ARE FREE FROM DEFECTS OR CONTAMINANTS. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE SERVICES AND RELEASES SIMETRY, ITS AFFILIATES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND VENDORS ("GROUP") FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE SERVICES, THEIR OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SIMETRY'S OBLIGATIONS HEREIN.

C. CUSTOMER ACKNOWLEDGES AND AGREES THAT SIMETRY'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND SIMETRY DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT.

D. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, SIMETRY SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, SIMETRY SHALL RE-PERFORM THE SERVICES WITHIN THIRTY (30) DAYS AFTER THE SERVICES WERE PERFORMED.

E. SIMETRY warrants that the use or sale of Equipment, Services or Wireless Services will not infringe on any valid United States patents of others, as of the date of delivery of the Equipment or performance of the Services, by reason of the use or sale of such Equipment, Service or Wireless Service per se, and hereby agrees to hold Customer harmless against any judgment for damages for infringement of any such valid United States patent, in and when used in accordance with this Agreement and provided that Customer promptly notifies SIMETRY in writing upon receipt of any claim for infringement, or upon the filing of a suit for infringement, and shall afford SIMETRY full opportunity to answer such claims or suit, control the defense of such suit and settle or compromise same in SIMETRY's sole discretion. SIMETRY does not warrant that Equipment Services or Wireless Services made or provided under special order will not infringe any third party's patents or proprietary rights, and Customer shall bear sole responsibility for assuring that such Equipment Services or Wireless Services 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 BREACH THEREOF, SHALL BE IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES FOR GOOD AND WORKMANLIKE PERFORMANCE, MERCHANTABILITY, SUITABILITY OR FITNESS 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 WIRELESS 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 KIND TO CUSTOMER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; (4) MESSAGES OR DATA TRANSMISSIONS MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 CALLS MAY NOT BE COMPLETED; (5) THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE 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, LOSSES, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S AND/OR 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 REGULATION CAUSED BY OR CONNECTED WITH THE (i) USE, POSSESSION OR CONTROL OF THE SERVICES OR (ii) BREACH OF THIS AGREEMENT 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 FOREGOING 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 INDEMNITY 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) ANY INFORMATION, PRODUCT, SERVICE, SOFTWARE OR OTHER ITEM(S) ORDERED THROUGH OR PROVIDED BY VIRTUE OF THE INTERNET WITH RESPECT TO THE WIRELESS SERVICES HEREUNDER, AND (e) COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, LICENSES, CERTIFICATIONS AND AUTHORIZATIONS. CUSTOMER SHALL MAKE NO CLAIM AGAINST SIMETRY REGARDING SAID CONTENT, OR RESPECTING ANY INFORMATION, PRODUCT, SERVICE, SOFTWARE OR OTHER ITEM(S) ORDERED THROUGH OR PROVIDED BY VIRTUE OF THE INTERNET WITH RESPECT TO THE WIRELESS SERVICES HEREUNDER. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL.

B. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY 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 it 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 kind 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, delayed, or denied; provided, however, that (i) SIMETRY may assign, transfer and/or convey the Agreement to a purchaser of all or substantially all of the assets of the SIMETRY line of business without Customer's consent; and (ii) either Party may assign the Agreement to any entity controlled by, under the same control as, or controlling said Party or 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 assets of such Party or any parent, subsidiary or commonly-owned corporation of such Party without the other Party's consent. Any such assignment, transfer, or conveyance of a Party's rights or obligations without the other Party's consent or as permitted above shall constitute a default of a material obligation.

15. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person (including any of Customer's users), association, state, political subdivision, governmental agency or other entity other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit, claim or remedy of any nature under or by reason of this Agreement, including, without limitation, customers of Customer. The Parties agree that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the Parties, and any attempt by a third party to enforce, or otherwise seek a direct benefit from, any provision of this Agreement, shall be void and of no force or effect.

16. **Force Majeure.** Except for the obligation of Customer to make payments when due, neither party shall be liable for delays in performance or for non-performance, occasioned or caused by Force Majeure. Force Majeure means any event beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms (except as may other be expressly provided in the Contract), floods, war, pandemics, fire, labor disputes, acts of the public enemy, public disorder, terrorism, insurrections, riots or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Upon the occurrence of Force Majeure, the party affected shall give prompt notice thereof to the other party. If the event of Force Majeure continues for more than sixty (60) days, then either party may terminate the Services and this Agreement.

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 property 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 liability, 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 or other breaches 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 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.

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.

19. **Statutory Employer.** In all cases where SIMETRY's employees (defined to include SIMETRY's or its subcontractor'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. 23:1061(A)(1). Furthermore, Customer and SIMETRY agree that Customer is the statutory employer or special employer (as defined in La. R.S. 23:1031(C)) of SIMETRY's employees, but SIMETRY shall remain primarily responsible for the payment of Louisiana Workers' Compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Customer or its insurers. SIMETRY agrees that its workers' compensation insurance and employer's liability insurance policies shall be endorsed to designate Customer as an alternative employer and as a 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 reason, it will be adjusted to the extent necessary in order to validly achieve as nearly as possible 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 is attached, 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. **Changes to Terms.** SIMETRY reserves the right to modify or make changes to this Agreement at any time by making the revised version of this Agreement available on its website or otherwise, and Customer will be deemed to consent to any such modification or change by making any payment or entering into any purchase order or agreement, including an Order Document, with SIMETRY subsequent to such revised version becoming available. Customer's continued use of the Services following any such modification constitutes the Customer's acceptance of the modified Agreement. Except for changes described here, no other amendment or modification of these General Terms will be effective unless in writing and signed by the parties.

23. **Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement of the parties with respect to the subject matter of this Agreement, supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement is binding upon the parties hereto and their respective successors and permitted assigns, and each of the parties' affiliates are entitled to adopt this Agreement and utilize its terms with respect to Services between Customer or its affiliate, on the one hand, and SIMETRY or its affiliate, on the other hand. The covenants and understandings contained in this Agreement with respect to payment of amounts due, confidentiality, liability and indemnification shall survive any termination of this Agreement.