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 tack, delivery ticket, notes to pricing, contract, invoice email, facsimile, text massage or other communication referencing this, prepared to which the proposal work order, field tack, delivery ticket, notes to pricing, contract, invoice email, facsimile, text massage or other communication referencing this, prepared to which the proposal work of the proposal work of the proposal p

SIME_IRY assessment, in SIME_IRY's sole discretion, of Customer's financial condition materially changes.

H. Standard payment terms for Services are net thirty (30) days after Customer's recipit 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 842564, Dallas, TX 75284-2364. If credit or payment terms are not met, in addition to its other legal rights, SIMETRY any (0) 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 (1) the maximum rate permitted by applicable law, on the unpaid balance due. Customer will pay all of SIMETRY's osts, including attorney's flees 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 this Agreement.

1. Any expenses, charges, coods, inventory, equipment, or dither nersonal property.

and courf costs, incurred in connection with the collection in just use authorized and courf costs, incurred in connection with the collection is just as when the rights thereto arise directly from Customer's failure to pay SIMETRY in breach of this Agreement.

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

3. 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 against dher amounts owed by Customer by providing Customer with written notice describing (i) the basis for such credit against other amounts owed by Customer by providing Customer with written notice describing (i) the basis for such credit against other amounts owed by Customer by providing Customer with written notice describing (ii) the basis for such credit against other amounts owed by Customer by providing Customer with written 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 fucutate 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 the actual month. For Wholesale Services, Customer shall pay any activation fees and t

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-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 not use the Wireless Service in any manner that interferes written notice to SIMETRY. Customer may not use the Wireless Service in any manner that interferes written one of the AUP from the very considering 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 the Agreement effective upon wide 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 any indication 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 channed.

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

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

(i) Customer must maintain a current business licenses certificate (or state equivalent) on flie 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 shall way 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

S FOR PROVIDING RENTALS, SERVICES, WIRELESS SERVICES, WHOLI 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 are latt his wireless service provider 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, and the underlying wireless service provider and the underlying wireless service provider and the underlying wireless service provider 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.

provider shall nave no foligation 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 collowing written notice from Customer (SIMETRY Detailt), Customer may terminate the affected Rental, Service, Wireless Service or this Agreement without further liability except for the payment of all accrued but uppaid charges.

B. Termination of Wireless Services or this Agreement without further liability except for the payment of all accrued but uppaid 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) or or after 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) on or after the applicable Commencement Date(s). Customer terminates any Wireless Service) on or after the applicable Commencement Date(s). Customer terminates any Wireless Service) on or after the applicable Commencement Date(s). Customer terminates any Wireless Service) on or after the applicable Commencement Date(s). Customer terminates any Wireless Service with no further liability if (i) Customer fails to make payment as required under this Agreement and such failure verhaniator.

C. Termination by SIMETRY, or (iii) Customer or any of Customer Services and/or terminate this Agreement and does not remedy such failure within ten (10) business days following wr

to SIME IRY being prohibited from trumshing such Rentals, Services or Wireless Services present 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 creatin 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 or due to unscheduled maintenance, it shall be followed by written facismile or e-main 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.

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Customer represents that such remains League 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, inspections and parts required to bring the Rental Equipment to good working condition.

F. Customer shall be solely responsible for all costs for service work, inspections and parts required to bring the Rental Equipment or products, other than normal wear and tear.

S. Confidentially. The parties advanced 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 Skydement and the service of the skydement of

Comindential information. Notwinstanding the toregoing, SIME IRY 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" is subject to the obligation of the respective employees of 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.

SIME: INY 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, SIMETRY Sargees all its own expenses in:

11. Limited Warranty. Notwithstanding any other provision of this Agreement to the contrary, SIMETRY WARRANTY HIT THE CUIPMENT WILL BE IN GOOD WORKING PRESENTED BY SAMETRY WARRANTY HIT THE CUIPMENT WILL BE IN GOOD WORKING PRESENTED BY SAMETRY WARRANTY HIT THE THE THAT THE SERVICES WILL BE IN GOOD WORKING PROFIT OF AN AUTHORITY WARRANTY. THAT THE SERVICES WILL BE IN GOOD WORKING PROFIT OF AN AUTHORITY OF THE SERVICES OF THIS SAMETRY. SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY. SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY SAMETRY. SAMETRY SAMETR

shall bear sole responsibility for assuring that such cupulinate activation and solid and so infininge 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 PEROFRMANCE, MORENDAMISHITY, SUTTABLISHTY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARSING 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 AFFILLATES OR CONTRACT OR SIMETRY AND THE UNDERLYING CARRIER; (3) THE UNDERLYING GARRIER HAS NO CONTRACT LA BENEFICIARY OF ANY AGREEMENT BETWEEN SIMETRY AND THE UNDERLYING CARRIER, (3) THE UNDERLYING CARRIER HAS NO CHARANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; (4) WESSAGES OR DATA TRANSMISSIONS MAY BE DELAYED, DELETED OR NOT DELLYERED, AND 911 CALLS MAY NOT BE COMPLETED; (5) THE UNDERLYING CARRIER OR ANY CARRIER CANNOT GUARANTE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY OF WIRELESS TRANSMISSIONS AND DEMANDS THEREFOR.

12. Indemnities
A. TO THE FÜLLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEDD (WITH COUNSEL APPROVED BY SIMETRY), INDEMNIFY, RELEASE, AND HOLE HARMLESS SIMETRY AND ITS GROUP FROM AND AGAINST ALL LIABILITIES, CLAIMS LOSSES, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S

ANDIOR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO (a) ANY INCIDENT, DAMAGE TO PROPERTY, INJURY ON DEATH OF ANY PERSON, ANY CONTAINNATION 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 ARKERMENT BY CUSTOMER WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLICIENCE OR OR WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLICIENCE OR OR MICHIGAN OR MICHIGAN OR MICHIGAN OR THE WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLICIENCE OR 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 ITS WORKERS COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TRANSMITTED OR PUPLOADED VIA THE WIRELESS SERVICES HEREUNDER, (c) THE USE OF WIRELESS SERVICES HEREUNDER, (d) ANY INFORMATION, TO FANY COMMINICATION TRANSMITTED OR PUPLOADED VIA THE WIRELESS SERVICES HEREUNDER, (a) 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 BURKEN OF CARBONIC STATEMENT 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. SOFT WOMEN SHALL BURKEN OF CARBONIC STATEMENT OF THE INTERNET WITH RESPECT TO THE WIRELESS SERVICES HEREUNDER SHALL SHALE WITH RESPECT TO THE WIRELESS SERVICES HEREUNDER SHALL BURKEN OF THE WIRELESS SERVICES HEREUNDER ALL OF CUSTOMER'S MIDERIAL SHALL BURKEN OF THE WIRELESS OF THE WIRELESS SERVICES HEREUNDER AND SHALL BURKEN OF THE WIRELESS OF THE WIRELESS SERVICES HEREUNDER OF THE WIRELESS WITH WITH SEPECT TO THE WIRELESS SERVICES HEREUNDER OF THE WIRELESS OF THE WIRELESS OF THE WIRELESS OF THE W

use yarry arrected 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.

Notwithstanding any provision in this Agreement, in ovent 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 dreserves, loss of loss o

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 writeless 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 lis employees except in the results to evolution.

costoline, and neither Costoline had anyther used to eligiblyed by Costonier 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.

The Statutory Employeer. 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 seg., 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 Oustomer to generate Customer's goods products and services for purposes of La. R.S. 23.103 (1A)(1). Furthermore, Customer and SIMETRY agree that customer is the statutory employer or special employer (as defined in La. R.S. 23.103 (1G)) of SIMETRY's employees, but SIMETRY's 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 worker's compensation insurance and eliminative employer and as a principal and statutory employer or borowing employer and shall be further endorsed to waive unconditionally those underwriters or insurer's rights of suborgation against Oustomer.

20. Severability. If any provision hereof is invalid under such applicable law for any reactions, it will be adjusted to the extent necessary in order to validity achieve as nearly as a possible the ment of the parties reflected in such invalid provision. In any event, all other provisions hereof will remain brinding, valid, and enforceable.

21. Coverning Law. Unless otherwise specified in the proposal, work order, contract, notice of the provision strend will remain brinding, valid, and enforceable.

22. Entite Agreement is missing the parties with respect to