

## BusinessLinc Services Terms and Conditions

In consideration of the parties' respective rights and obligations under this BusinessLinc Customer Agreement, including the above Order Form and these Terms and Conditions (together, the "Agreement"), Southern Linc ("our", "us" or "we") and Customer ("you" or "your") (collectively, the "parties") agree as follows:

**1. Acceptance.** All sales to you of phones, data equipment or accessories ("Equipment") and wireless telecommunications services, data services and software ("Services") are made under the terms and conditions herein. Your placement of an order, acceptance of or payment for Equipment or Services will constitute acceptance of these terms. Equipment also includes, without limitation, any phones, data equipment or accessories provided by you in connection with your receipt of Services (see Section 12 "Bring Your Own Device"). If you purchase certain applications, features or software, you may be subject to and required to agree to additional terms, including but not limited to the MOTOTALK™ terms of use, available at [www.southernlinc.com](http://www.southernlinc.com).

**2. Services.** Services are provided utilizing the voice and data network ("System") of an underlying wireless service provider ("Underlying Provider"). We may provide you Services to use on the Equipment for the selected plan, features and data as specified on the Order Form, as further detailed on our web site at [www.southernlinc.com](http://www.southernlinc.com), or as otherwise agreed by the parties in writing. COVERAGE IS ONLY AVAILABLE IN THE OPERATING RANGE OF THE SYSTEM AS DEPICTED IN OUR COVERAGE MAPS (available at [www.southernlinc.com](http://www.southernlinc.com)). Services in some areas are managed and provided under contract by independent affiliates of the Underlying Provider with access to the System. Some Services may not be available or may operate differently in certain affiliate markets of the Underlying Provider. Voice mail is available; however, if you fail to log into your voice mail box within any 30 day period, we may deactivate this feature. We may not provide maintenance and support services for software or applications. We may charge you to change your number. Except as provided by law, you have no proprietary rights to an assigned telephone number.

**3. Underlying Provider.** The Underlying Provider shall have no liability whatsoever for your losses, claims or damages for any cause whatsoever, including but not limited to any failure or disruption of Services provided hereunder, regardless of the form of action, whether in contract, tort or otherwise.

**4. Equipment.** If Equipment is purchased by you, you will pay the cost shown for any Equipment described on the Order Form, plus shipping and any applicable tax. Equipment may be new or reconditioned.

**5. Payment and Collection.** You will pay us all amounts due under this Agreement (including, without limitation, amounts due for any Services, Equipment, and any other charges) by the payment due date shown on your invoice. You will pay us for any expenses we incur in collecting amounts due under this Agreement, including, without limitation, court costs and attorneys' fees. You will provide us with a valid email address to which you authorize us to send your invoice. If you fail to provide us with a valid email address for invoicing, we may disconnect any Services or direct your calls to the Customer Solution Center without prior notice to you. You may update your email address at [www.southernlinc.com](http://www.southernlinc.com) or by contacting the Customer Solution Center. We and our agents may contact your email, Southern Linc number and other phone/cell number provided to us to contact you about your account status or as otherwise permitted by law, including but not limited to, collecting amounts due, using prerecorded or live calls, emails and calls or messages delivered by an automatic telephone dialer system. You will pay any federal, state, and local transactional taxes, fees or surcharges based on the place of primary use set forth on the Order Form, including, without limitation, universal service fees, 911 surcharges, sales, mobile communications services, activation fees, regulatory cost recovery fees and gross receipts taxes (subject to change, legal or otherwise). If a place of primary use is not provided, we may refuse to sell you Equipment or Services. If you believe your invoice is incorrect, you must notify us of your dispute within 30 days from the date of the first invoice containing your dispute or waive your right to that dispute. We require written notification of any disputes to the attention of Customer Accounting at the address in Section 19. All charges, disputed or undisputed, must be paid by the statement due date. Upon review, if we agree with your dispute, such charges will be refunded to you either as a credit on the invoice following our resolution of the dispute or (if this Agreement has been terminated) by check mailed to the address given to us by you.

**6. Dishonored Check Charge; Re-connect Fees; Deposits.** If any check or similar instrument that you remit to us in payment of charges owing under this Agreement is not paid or is dishonored by a financial institution, you will pay us a fee of \$25 or the maximum amount allowed by law. We may demand payment by money order, cashier's check, or similarly secure form of payment. If we disconnect any Service, you must pay a re-connect fee of \$25 per unit of Equipment per Service, in addition to any other outstanding fees, before we may reactivate Service. We may modify the terms of Service as a precondition to reactivation. We may also, in our reasonable discretion, require you to make an advance deposit in an amount not to exceed two (2) months of estimated charges to be held by us as an assurance of payment

**7. Term/Termination.** You may use Services specified on the Order Form from the date of activation of Services and continuing for the number of months shown on the Order Form or as may be otherwise extended by Equipment or service upgrades or plans (the "Initial Term"). After the

end of the Initial Term, this Agreement will renew for successive one-month terms (each a "Renewal Term") unless either we or you terminate this Agreement as provided herein. Either you or we may terminate this Agreement upon the expiration of the Initial Term or any Renewal Term by providing the other with 30 days advance written notice. We may terminate this Agreement at any time without notice if you commit a default under Section 8. If you terminate this Agreement or if we terminate this Agreement for cause, you will pay all charges owing under this Agreement within 10 days of the payment due date of your invoice, including, without limitation, any balance owed for purchased Equipment.

**8. Default.** The occurrence of any of the following events constitutes default under this Agreement: (i) your failure to pay when due any amount payable under this Agreement; (ii) the sale, lease or transfer of Services without our prior written consent; (iii) any statement made or furnished to us by you or any guarantor that is false or misleading; (iv) use of Equipment, Services or System in a manner that affects our services or operations, is not within your permissible usage allowance under Section 11, is not within our system or is not approved by us; (v) any breach of your obligations under any installment payment agreement with us; or (vi) any other breach of your obligations under this Agreement. Upon the occurrence of any default, we may immediately disconnect any Services and pursue any legal remedies.

**9. Emergency Service (911).** Services provided hereunder interact with 911 and other emergency services in different manners than landline telephone service. Depending on the circumstances of a particular call, Services provided hereunder may not be able to connect you to any emergency services provider, or to identify your subscriber identity, your telephone number, or your location and may not always connect to the appropriate emergency services provider. 911 services may not be available to you, even if 911 fees are assessed by state and local authorities.

**10. Privacy.** To provide the Services, and in accordance with applicable laws, rules and regulations, we may use and disclose information about you, including, but not limited to, your name, street address, telephone number, email and telephone account. Of this information, we will obtain and possess certain usage-related information about the quantity, type and usage patterns of services that you use, called your Customer Proprietary Network Information or "CPNI". Under federal law, you have the right, and we have the duty, to protect the confidentiality of your CPNI (as defined by applicable law), which we will protect in accordance with all applicable laws, rules and regulations and our CPNI Guide, available at [www.southernlinc.com](http://www.southernlinc.com). Our CPNI Guide addresses the manner in which you can access your account and we protect your CPNI. You acknowledge and agree that we may be obligated to disclose your information pursuant to court order or as otherwise required by law. If we are required by law or similar process to disclose your information, we may (to the extent legally permissible) provide you with written notice of such request or requirement so that you may seek an appropriate protective order. In addition, and more generally, we may collect and protect certain information from you during (and about) your use of the Services in accordance with our Privacy Policy which is available at [www.southernlinc.com](http://www.southernlinc.com).

**11. Customer Covenants.** You will use Equipment, Services (including the transfer of information) and the System only in the manner for which each was designed and not for any unlawful, fraudulent, abusive or unethical purpose, and within your permissible usage allowance, all strictly in accordance with our Acceptable Use Policy. For more information on our Acceptable Use Policy, visit [www.southernlinc.com](http://www.southernlinc.com). You will use only Equipment that is fully compatible with the System. If you are an institutional customer, you must instruct your employees in the use of Equipment and Services. Training assistance may be obtained by contacting the Customer Solution Center. We may terminate the Agreement if we believe that you are violating any applicable law or engaging in any fraudulent, abusive or unethical behavior. You are responsible for payment for all calls placed to or via your telephone number(s) regardless of any use (whether or not authorized) or misuse of Service(s) by you or any third party. We may block your access to numbers (including 976, 900 and international destinations) or types of calls (including operator-assisted or collect calls) if we experience excessive billing, collection, fraud or other misuse of Services. All intellectual property rights remain with us or the developer and you will not (nor will you permit any other person to) modify, disclose, reproduce or reverse engineer any portion of software. Any applications, software and content that are loaded on your Equipment by non-representatives or by you are done so at your own risk. Neither we nor our Underlying Provider are responsible for (or have any liability whatsoever arising from or in connection with) any third party information, content, applications, or services that you access, download or use on Equipment or otherwise use with the Services.

**12. Bring Your Own Device.** Any Equipment provided by you is subject to the terms of the "Bring Your Own Device" program, available at [www.southernlinc.com](http://www.southernlinc.com). Any Equipment provided by you must be eligible and technologically compatible for use on the System, which

may be determined by us in our sole discretion, and we may terminate Service without prior notice to you if (i) the Equipment becomes ineligible or technologically incompatible for use on the System, (ii) your use of the Equipment violates the terms of this Agreement, or (iii) we determined, in our sole discretion, that the Equipment would cause us to violate any law, regulation, or any other agreement by which we are bound.

**13. Warranty Disclaimer.** Services provided hereunder are part of a telecommunications service available to the public from a network serving all System customers as an integrated System. System routes all communications through central points of control used by other public traffic. Neither we nor our Underlying Provider guarantee that there will be no gaps, interruptions or delays in Services. You may experience variations in Services and access times based upon the location involved, the other traffic on the System, or conditions of System. You may fail to obtain or maintain access due to a lack of coverage in a particular area, use of low powered portable equipment in areas where higher powered mobile equipment is needed, radio frequency propagation effects, the effects of weather, the effects of natural and constructed obstructions, equipment maintenance and upgrades, System facilities and changes, repairs and malfunctions, and public usage exceeding capacity. SERVICES MAY BE DEPENDENT UPON THIRD PARTY PROVIDERS, INCLUDING, WITHOUT LIMITATION, THE UNDERLYING PROVIDER AND ITS AFFILIATES, AND MAY BE INTERRUPTED OR CANCELED DUE TO ACTIONS OF THE THIRD PARTY PROVIDERS. WE DO NOT MAKE ANY, AND HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM, EQUIPMENT OR SERVICES. WITHOUT LIMITING THE FOREGOING, WE SPECIFICALLY DISCLAIM EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE DO NOT WARRANT THAT ANY SERVICES WILL MEET ANY OF YOUR REQUIREMENTS OR THAT THE PERFORMANCE OF SERVICES OR CONTENT THEREON WILL BE UNINTERRUPTED, TIMELY, APPROPRIATE OR FREE OF ERRORS OR INACCURACIES. ANY WARRANTY FOR APPLICATIONS, SOFTWARE OR CERTAIN EQUIPMENT IS SOLELY PROVIDED BY THE MANUFACTURER OR DEVELOPER. THE ONLY WARRANTIES ON THE EQUIPMENT ARE LIMITED WARRANTIES AVAILABLE AT [WWW.SOUTHERNLINC.COM](http://WWW.SOUTHERNLINC.COM). WE FURTHER DISCLAIM ANY HARM THAT MAY RESULT FROM THE USE OR MISUSE OF ANY EQUIPMENT, APPLICATIONS OR SOFTWARE, OR PORTION THEREOF. THE UNDERLYING PROVIDER PROVIDES ACCESS TO THE SYSTEM FOR OUR CUSTOMERS BUT IS NOT RESPONSIBLE FOR QUALITY, BILLING, CUSTOMER CARE, WARRANTY, MAINTENANCE OR OTHER ASPECTS OF CUSTOMER SERVICE.

**14. Security.** We do not guarantee the security of your systems or Equipment and are not responsible if any software code enters your Equipment through the System that disrupts, disables or self-limits hardware or software. We disclaim any liability with respect to the unauthorized use of your information to the extent permitted by law.

**15. Limitation of Liability.** NEITHER WE NOR OUR UNDERLYING PROVIDER WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT OCCASIONED BY OUR NEGLIGENCE AND INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF USE OR DATA OR LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM SECURITY BREACHES, INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT OR IN CONNECTION WITH THE USE OF SERVICES. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF EQUIPMENT OR SERVICES. IF EQUIPMENT PROVES DEFECTIVE, OTHER THAN AS MAY BE SET FORTH IN EQUIPMENT WARRANTIES (IF ANY), THE COSTS OF ALL NECESSARY SERVICING AND REPAIR WILL BE BORNE BY YOU. TO THE EXTENT WE ARE LIABLE UNDER THIS AGREEMENT, YOU HEREBY LIMIT OUR LIABILITY (i) WITH RESPECT TO EACH UNIT OF EQUIPMENT AND RELATED SERVICES PURCHASED BY YOU TO THE ANNUAL AMOUNT PAID BY YOU FOR SERVICES TO SUCH UNIT, AND (ii) WITH RESPECT TO ANY OTHER LIABILITY, TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED \$375.

**16. Indemnity.** You will indemnify, defend (at our option) and hold us, the Underlying Provider, and our respective affiliated entities, together with our and their respective employees, agents, officers, and directors (collectively, "Indemnitees") harmless from and against any loss, damage, cost (including, without limitation, court costs and attorneys' fees), suit or claim, whether incurred, asserted or threatened (collectively, any "Claim(s)") arising out of or related to: (i) any breach by you of this Agreement; or (ii) any use of Equipment or Services by you, your employees, or any other person or entity using Equipment or Services issued to you; or (iii) any infringement of our or any third party's trade secrets, trademarks, copyrights, patents or other intellectual property by you, your employees, or any other person or entity using

Equipment or Services issued to you. You will not settle any Claim without our prior written approval.

**17. Force Majeure.** Neither party will be liable for a failure or delay in its performance under this Agreement (other than payment) to the extent such failure or delay was covered by an event beyond its reasonable control, including, without limitation, an act of God, flood, riot, fire, judicial or governmental action, war, cyberattack, labor dispute, failure of telecommunications facilities or transmission links, failure of digital transmission links, Internet slow-down or failure, lightning or extreme temperatures. For purposes of this Section 17, "cyberattack" means any action or series of actions, electronic or physical, taken with the intent of damaging, undermining, or destroying an electronic network or system.

**18. Arbitration.** Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity or for which a claim is filed by you or us individually in a small claims court or your state's equivalent court so long as the claim remains in such court and advances as an individual (non-class, non-representative) claim for relief, will be submitted to arbitration administered by JAMS in Atlanta, GA in accordance with the JAMS Streamlined Arbitration Rules & Procedures before a single arbitrator, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. You must pay your share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If you prevail in the arbitration, we will bear all reasonable expenses borne by you in connection with the arbitration. YOU WILL NOT BE PERMITTED TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS ARBITRATION WITH RESPECT TO ANY CLAIM THAT IS SUBJECT TO THIS AGREEMENT AND YOU IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE HAD TO PARTICIPATE IN ANY SUCH CLASS. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If any part of this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.

**19. Miscellaneous.** Any notices under this Agreement must be made in writing and delivered to us at 4601 Southlake Parkway, Hoover, AL 35244, with a copy (for legal notices) to the Director of Legal & External Affairs, Southern Linc, 5555 Glenridge Conn., Ste. 500, Bin 79490 Atlanta, GA 30342 (or to such other addressee(s) that we may advise you of in writing). This Agreement is governed by Georgia law, without regard to any conflict of laws principles, and, as applicable, the Federal Arbitration Act. If any provision of this Agreement (other than Section 18 (Arbitration)) is held to be invalid in any respect in any jurisdiction, it will be deemed severed in that jurisdiction, but the enforceability and applicability of such provision (in any other jurisdiction) and of all other remaining provisions will continue in effect to the fullest extent permitted by law. This Agreement constitutes the entire Agreement among the parties with respect to its subject matter, and supersedes any prior agreements, whether written, electronic, or verbal, between the parties with respect thereto. The term "person" includes any individual, corporation, partnership, trust, limited liability company, limited liability partnership, and any other entity. The term "affiliate" means any person, controlling, controlled by or under common control with, the affiliated person, and control means the power to vote the controlling interest or otherwise direct the affairs of the controlled person. The terms "day" means calendar day. Except as otherwise provided herein, the Agreement may be amended only by a writing signed by both parties. Any waiver by a party must be in a writing signed by such party.

**20. Agreement Changes.** (i) Subject to applicable law, we may modify any terms of this Agreement by providing 30 days' prior written notice to you of such modification and the effective date of such modification. If you use the Services on or after the effective date of the modification or make any payment to use Services not already rendered prior to the effective date of the modification, you accept the modification. (ii) **We may modify materials referenced in this Agreement that are available on our web site from time to time by posting the then-current terms on our web site at [www.southernlinc.com](http://www.southernlinc.com).** Your continued use of the Services constitutes your acceptance of such modifications. (iii) IN THE EVENT YOU DO NOT WISH TO ACCEPT SUCH MODIFICATIONS, YOUR SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT. (Notwithstanding the foregoing, you may not terminate this Agreement in the event that a modification consists only of a change in governmental taxes or charge or cost recovery fees.)