

**CriticalLinc Data Services
Terms and Conditions**

In consideration of the parties' respective rights and obligations under this CriticalLinc Data Services Customer Agreement, including the order page or form (whether electronic or otherwise) with which you order data services (your "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 routers, data equipment or accessories ("Equipment") and wireless telecommunications services, data services, wireless content, applications and software ("Services") for data communications 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 routers, data equipment or accessories provided by you in connection with your receipt of Services (see Section 12 "Bring Your Own Equipment"). If you purchase certain applications, features or software, you may be subject to and required to agree to additional terms available at www.southernlinc.com.

2. **Services.** Services are provided utilizing our CriticalLinc Long-Term Evolution (LTE) network ("System"). 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, or as otherwise agreed by the parties in writing. COVERAGE IS ONLY AVAILABLE IN THE OPERATING RANGE OF THE SYSTEM AS DEPICTED ON OUR COVERAGE MAPS (available at www.southernlinc.com). The primary use of your Equipment must be for purposes within our System (see Section 11 "Customer Covenants"); however, your Equipment may connect to another provider's network ("Roaming"). Roaming may happen even if you are in our coverage area. You must check your Equipment to determine if you are Roaming. Use of Services when Roaming is dependent upon the Roaming provider's support of applicable network technology and functionality. Availability and quality of coverage, and access to Services while Roaming are not guaranteed. You may not abuse Roaming – we may limit or terminate your Service, in our sole discretion, if you do. We may not provide maintenance and support services for software or applications.

3. **Network Management.** To provide the best possible user experience for all of our customers, we have established certain network management practices to assure that our network resources are used for the benefit of all our customers especially during periods when network demand exceeds available network resources. As a part of these network management practices, we reserve the right to reduce your data speeds during times of network congestion or if you exceed certain data usage amounts in a given month. Reduced speeds and increased latency may affect the performance of data-heavy activities. The degree of reduced speeds and increased latency will vary and the performance impact for affected customers may also vary significantly. Additional terms regarding our network management practices to which you may be subject and required to agree are available at www.southernlinc.com.

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. We may pass-through certain manufacturer warranties which apply to your Equipment and/or terms and conditions related to use of such Equipment that you purchased from us, and you may be subject to and required to agree to those terms and conditions, which are available at www.southernlinc.com.

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 without prior notice to you. You may update your email address at www.southernlinc.com or by contacting the Customer Solution Center. We and our agents may contact your email, any Southern Linc number you have and any 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 and as applicable, 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 18. 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/Renewal/Termination Charge.**

a. You may use Services specified on the Order Form from the date of activation of Services and continuing for the length of time 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 upon the occurrence of a default under Section 8. If this Agreement is terminated, you will pay all amounts incurred prior to the effective date of termination.

b. If you terminate this Agreement prior to the end of the Initial Term or if we terminate this Agreement for cause prior to the end of the Initial Term, you will pay applicable termination charges (which you agree are reasonable) in an amount equal to (i) the lesser of the unpaid monthly fees owed through the remainder of your Initial Term Commitment (as below defined) or twelve (12) months' fees; plus (ii) repayment of any credits or waived non-recurring charges applied in exchange for your Initial Term Commitment (as below defined); and (iii) the total amount of any charges incurred by us due to your early termination from any non-affiliated third party (collectively (i)-(iii), "Termination Charge"). You agree that the Termination Charge is reasonable and is not a penalty, but rather a charge to compensate us for your failure to satisfy the duration of the Initial Term during which you agreed to purchase Services and on which your monthly rates are based (the "Initial Term Commitment"), and you hereby waive your right to contest the enforceability thereof. Upon any termination, you will pay all charges owing under this Agreement within 10 days of the payment due date of your invoice, including, without limitation, any Termination Charge and/or balance owed for purchased Equipment.

c. Termination by either party of this Agreement is without waiver of any of its other rights or remedies under this Agreement, including the Customer's payment obligations hereunder, all of which survive termination indefinitely.

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 or any other agreement with us. Upon the occurrence of any default, we may immediately disconnect any Services and pursue any legal remedies.

9. **Emergency Service (911).**

a. Services provided hereunder interact with 911 and other emergency services in different manners than landline or wireless telephone service. Unless your Equipment is Wi-Fi Equipment (as below defined) and you have a device enabled with Wi-Fi calling, you will not be able to use your Equipment to dial 911 and other emergency services. 911 services may not be available to you, even if 911 fees are assessed by state and local authorities.

b. Your Equipment (whether fixed or mobile) may be capable of serving as a Wi-Fi hotspot ("Wi-Fi Equipment"); this feature lets other devices access the Internet through your network connection. Devices enabled with Wi-Fi calling may connect and complete calls using your Wi-Fi Equipment, though login credentials for access may be required. Whenever possible, any 911 caller using a device connected to your Wi-Fi Equipment should use the device's carrier network, and not your Wi-Fi Equipment network connection, to dial 911 in an emergency and provide the 911 operator with his/her location.

c. If a 911 caller does dial 911 using your Wi-Fi Equipment network connection, these 911 calls made over Wi-Fi may disconnect, be delayed or unsuccessful, may not connect to any emergency services provider or the appropriate emergency services provider, and may not be able to identify the caller's identity, device, telephone number, or location. To facilitate appropriate 911 call routing, you must register the physical address (including any building, floor, or suite number) ("Dispatchable Location") of your Wi-Fi Equipment. The Dispatchable Location of your Wi-Fi Equipment may be used to help locate 911 callers. You must keep the Dispatchable Location of your Wi-Fi Equipment up to date. We

disclaim any liability in connection with your failure to register and/or update your Dispatchable Location, and you agree to indemnify and hold us harmless for any loss, damage or cost arising out of or related to any such failure.

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, IP address and location. Additionally, we will obtain and possess certain usage-related information about the quantity, type and usage patterns of services that you use. 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.

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, which is available at 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 use (whether or not authorized) or misuse of Service(s) by you or any third party. We may block your access to the Services 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. We are not 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 Equipment.** Equipment may be provided by you in our sole discretion. 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 determine, 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. We do not 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 AND MAY BE DISRUPTED 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 NON-INFRINGEMENT. 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. WE FURTHER DISCLAIM ANY HARM THAT MAY RESULT FROM THE USE OR MISUSE OF ANY EQUIPMENT, APPLICATIONS OR SOFTWARE, OR PORTION THEREOF.

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.** WE WILL NOT 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 DATA USE OR LOSS OF DATA, OR LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM SECURITY BREACHES, FAILURE TO REPORT OR UPDATE YOUR DISPATCHABLE LOCATION, INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT, NETWORK AVAILABILITY, INTEROPERABILITY OR FAILURE, 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 \$1,000.

16. **Indemnity.** You will indemnify, defend (at our option) and hold us and our affiliated entities, together with our 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. **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. If any provision of this Agreement 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 term "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.

19. **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.** 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 WITHOUT PAYMENT OF A TERMINATION CHARGE. (Notwithstanding the foregoing, you may not terminate this Agreement or avoid a Termination Charge in the event that the modification is not material or consists only of a change in governmental taxes or charge or cost recovery fees.)