

CyberReef Solutions, Inc.
415 Texas Street, Suite 300
Shreveport, LA 71101



Customer

Contact Name	Melissa Soto	Quote Number	00000150
Account Name	County of El Paso	Created Date	8/29/2018
Billing Address	500 E. San Antonio Avenue, Suite 314 El Paso, TX 79901 usa		

CyberReef Sales Contact

Prepared By	Cheryl DePriest
Email	cheryl.depriest@cyberreefsolutions.com

Quote Line Items

Product	Quantity	Sales Price	Total Price
Bandwidth Management	350.00	\$5.00	\$1,750.00

Totals

Subtotal	\$1,750.00
Total Price	\$1,750.00
Grand Total	\$1,750.00

Summary

Description	5\$/line - monthly fee
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Accepted By:

I agree to the Terms
and Conditions ☐

Accepted Date:



CyberReef Solutions M2M Service Plan Terms and Conditions

1. Definitions:

- 1.1. Authorized Use: The use of the Wireless Services that is permitted under these Terms and Conditions.
- 1.2. Customer Product or Service: Any Customer Product or Service that Customer sells leases or otherwise provides.
- 1.3. Equipment: Wireless data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.
- 1.4. Legal Notice: Notice given in accordance with the requirements for "Legal Notices" set forth in the "Notices" section below.
- 1.5. Machine-to-Machine or M2M: The transmission of data using the Wireless Service between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.
- 1.6. Wireless Service Plan: Each and every service rate plan provided directly or indirectly by CyberReef Solutions.

2. Service Plan Term: The term for each Wireless Service Plan (the "Plan Term") begins on the date Wireless Service is activated for that Wireless Service Plan and continues for the duration of the Service Plan Term unless otherwise provided under these Terms and Conditions. When the Plan Term expires, Wireless Service continues on a month-to month basis.

3. Authorized Use and Fraudulent Use:

- 3.1. CyberReef Solutions shall provide Wireless Service Plans to Customer only under the terms and conditions set forth herein.
- 3.2. Use of Wireless Service for Remote Medical Monitoring Prohibited: Customer shall not use the Wireless Service for remote medical monitoring which, if agreed to by the Parties, would require additional terms and conditions.

4. Acknowledgement. Customer acknowledges and agrees:

- 4.1. CyberReef Solutions may at any time be engaged directly or indirectly, including through or in connection with products and services of its other customers, in soliciting actual or prospective customers for Wireless Service or other services, products or Equipment that could be the same as or similar to and compete with a Customer Product or Service.

4.2. Customer has had the opportunity to independently investigate the Wireless Service for use in connection with the Customer Product or Service and the Authorized Use and is not relying on any representation, guarantee, or statement of CyberReef Solutions.

5. Equipment and Activation Process:

5.1 (a) Customer shall make all requests for assignment of geographic MTNs by providing one or all of the following values: area code and three digit exchange, ZIP code, or City and State. Customer MTN activation and change requests will be assigned the next available number from the CyberReef Solutions' number inventory system at the time of activation. (b) CyberReef Solutions shall use commercially reasonable efforts to make MTNs available for use by Customer at the time of activation within the areas served by the CyberReef Solutions. CyberReef Solutions will fulfill orders for MTNs in a commercially reasonable expedient manner assigning one mobile telephone number ("MTN") to each Plan Wireless Service Plan. CyberReef Solutions' obligation to provide MTNs is subject to: (i) the availability of MTNs and the capacity of the CyberReef Solutions network and systems; and (ii) reasonable delays if additional time is needed by CyberReef Solutions to comply with State or Federal MTN management requirements. CyberReef Solutions shall have no liability for capacity limitations of the CyberReef Solutions network or systems or MTN shortages and has no obligation to construct additional capacity in its network or systems.

5.2 Equipment Location: All Equipment activated on Wireless Service Plans, at a fixed location, must be located by Customer and End Users within the areas served by the CyberReef Solutions. Equipment activated on Wireless Service Plans, which are mobile, may roam on the networks of CyberReef Solutions' roaming partners but shall not be permanently located in the roaming area.

5.3. Equipment on Terminated Plans (a) When a Customer Wireless Service Plan is terminated, Customer shall ensure that the Equipment that was activated on that Plan ("Terminated Equipment") does not register or attempt to register on the CyberReef Solutions network. Customer shall immediately inform CyberReef Solutions of all Wireless Service Plans and Equipment that are terminated. If Terminated Equipment continues to attempt to register on the CyberReef Solutions network, (i) Customer will incur and shall pay additional charges and fees, and (ii) if Customer fails to prevent Terminated Equipment from attempting to register within 30 days after notice from CyberReef Solutions, CyberReef Solutions shall have the right to charge Customer and Customer shall pay a monthly twenty five dollar (\$25) fee for each unit of Terminated Equipment until the failure is corrected. (b) CyberReef Solutions shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or PRLs designed to disable Terminated Equipment to prevent attempts to contact the CyberReef Solutions network.

5.4. The Equipment shall meet all industry standards and technical requirements for compatibility.

5.4.1 The Equipment shall be North American Carrier Certified, as defined below, by CyberReef Solutions for use on its network according to its specifications which CyberReef Solutions may change from time to time. a. If Customer proposes modifications to previously Certified Equipment, such Equipment, including the proposed modifications, shall be submitted for re-certification. Customer shall be responsible for any fees or costs charged by its designated Vendor. b. In certifying equipment pursuant to these terms and conditions, CyberReef Solutions makes no warranty or representation, either express

or implied, concerning the suitability, durability, fitness or use, merchantability, non-infringement, condition or quality of equipment and expressly disclaims all warranties.

5.4.2. The Equipment shall: a. have a Type Acceptance Certificate from the FCC, pursuant to Part 22 of Title 47 of the United States Code of Federal Regulations; b. comply with all Cellular Telecommunications & Internet Association ("CTIA") guidelines for radio frequency ("RF") emissions and specific absorption rate ("SAR") level disclosure; c. be authenticatable in compliance with CTIA guidelines for random A-Key authentication as such guidelines may be amended from time-to-time.

5.4.3. At the time of activation the Equipment shall be programmed with CyberReef Solutions' then current preferred roaming list ("PRL"). CyberReef Solutions may update its PRL and shall provide or make available such updated PRL to Customer. Customer shall implement such updates in all new Equipment manufactured after receipt of such updated PRL. Customer shall implement such updated PRL in Equipment already manufactured within thirty (30) days of receipt of any updated PRL. Customer acknowledges that there may be and it shall be responsible for any loss of Wireless Service or higher rates than those set forth herein as a result of its failure to update the PRLs in its Equipment.

6. Purchases by Customer (Authorized Contact(s)): Customer shall identify representatives authorized to purchase Wireless Service under these Terms and Conditions and to act on its behalf ("Authorized Contact(s)") by providing their name(s), telephone number(s), and business and e-mail address(es) in writing to CyberReef Solutions. Customer's initial Authorized Contact(s) may be identified on the first page of these Terms and Conditions. An Authorized Contact shall have full authority to handle all matters contemplated by the Terms and Conditions or relating to Customer's account(s), unless otherwise specified by Customer in writing to CyberReef Solutions. Customer may elect to designate a third party as an Authorized Contact provided it complies with the requirements set forth in the "Customer's Use of Third Parties" section below.

7. Customer Billing and Payments:

7.1. Quarterly Bills: CyberReef Solutions bills will be made available on a quarterly basis, and Customer shall pay all fees and charges, including any applicable Taxes and Surcharges, as defined below. Access fees and feature charges are generally billed in advance, while airtime overage and other usage charges are billed in arrears. Billing cycles vary and may not correspond to calendar months. CyberReef Solutions provides billing for third parties, and charges for third party services and applications may be placed on Customer's bill. Customer has the option, at no cost, to block or restrict access to third-party services or applications that may involve a charge being placed on Customer's bill. Customer shall pay all charges attributable to End User and other third party fraudulent use of the Wireless Service Plans of Wireless Service.

7.2. Payment Terms: Customer shall pay all undisputed charges within 30 days of the date of each bill. Past due amounts shall be, to the extent permitted by the law of the state where Customer's billing address is located, subject to a late payment fee of 1½% per month (18% annually) or \$5 per month, whichever is greater. If payment by check or similar negotiable instrument is returned by a bank for any reason, CyberReef Solutions will charge Customer a returned check fee.

7.3. Disputed Charges: In the event of disputed charges, Customer must, as soon as practicable following identification of such dispute, provide written notice to CyberReef Solutions, which shall include the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. Customer has 180 days from the due date of the bill to notify CyberReef Solutions of a disputed charge. The Parties will use their good faith efforts to reconcile any disputed charges within 60 days of the date of notification, after which the Parties may invoke the process set forth in the "Dispute Resolution" section below.

7.4. Failure to Pay: CyberReef Solutions may, upon prior written notice to Customer, suspend or terminate Wireless Service to some or all Wireless Service Plans or deny new activations due to Customer's failure to either make payment or dispute charges in accordance with the foregoing provisions regardless of any deposit provided by Customer. If CyberReef Solutions sends Customer's account to a collection agency, CyberReef Solutions may also charge Customer for any fees that CyberReef Solutions is charged by the collection agency, if it is permitted by the law of the state where Customer's billing address is located.

8. Taxes, Surcharges and Exemptions: If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected by CyberReef Solutions (each, a "Tax"), or a serving carrier charges Tax on a roaming call, then CyberReef Solutions may bill such Tax to Customer, and Customer shall pay such Tax. If CyberReef Solutions incurs a tax (other than a net income tax) or other expense to comply with legal or governmental requirements, or other expense to provide or improve service to its customers, and CyberReef Solutions bills a surcharge to recover or offset the cost of such expense (a "Surcharge"), then Customer shall pay such Surcharge. Taxes and Surcharges may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Customer provides CyberReef Solutions with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to CyberReef Solutions, then that specific Tax will not be collected from Customer. If an exemption applied by CyberReef Solutions at Customer's request is found not to apply, then Customer shall upon demand pay CyberReef Solutions the uncollected Tax and all related interest, penalties and additions to the Tax. CyberReef Solutions shall not issue credits for a Tax that is billed prior to CyberReef Solutions' receipt of evidence of exemption.

9. Bankruptcy/Insolvency/Creditworthiness: Either Party may terminate these Terms and Conditions upon Legal Notice if: (a) the other Party makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature; (b) a trustee or receiver of any substantial part of the other Party's assets is appointed by any court; or (c) a proceeding is instituted under any provision of the Federal Bankruptcy Laws by or against the other Party, and such proceeding is acquiesced in or is not dismissed within 60 days or results in an adjudication in bankruptcy. Notwithstanding the above, Customer's right to terminate pursuant to this section may only be invoked if CyberReef Solutions is unable to provide Customer with Wireless Service under these Terms and Conditions as a result of the foregoing. If Customer terminates the Service pursuant to this section, it shall not be relieved of its obligation to pay for any Wireless Service used. At any time during the term of these Terms and Conditions, CyberReef Solutions may require Customer to provide a deposit to secure payment based upon Customer's creditworthiness or payment history with CyberReef Solutions. Any such deposit shall not relieve Customer of its obligation to pay any CyberReef Solutions bills. CyberReef Solutions shall pay any interest required by law on such deposit.

10. Warranty Disclaimer: CyberReef Solutions and its affiliates and contractors make no warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, quality, performance or non-infringement of the wireless service or equipment or the customer product or service. With respect to CyberReef Solutions, customer purchases the equipment “as is.” Equipment purchased under these terms and conditions shall be subject to any warranties provided to the customer by the equipment manufacturer.

11. Limitation of Liability: CyberReef Solutions and its affiliates and contractors will have no liability to customer or any end user: A) If changes in the wireless service or in the CyberReef Solutions network, system, operations, equipment, policies or procedures render obsolete or outdated any equipment, hardware, devices or software provided by the customers to end users in conjunction with their use of the customer product or service; B) For any causes of action, losses or damages of any kind whatsoever arising out of (I) mistakes, omissions, interruptions, errors, or defects in furnishing wireless service, (II) failures or defects in the CyberReef Solutions network or systems, (III) use of the customers product or service or customer’s equipment , or (IV) disabling of equipment pursuant to section 5. C) for any injury to persons of property, losses (including any loss of business), damages, claims or demands of any kind or nature, including, but not limited to, use or inability to use the wireless service or equipment, reliance by any end user or customer on any data provided or obtained through use of the wireless service or equipment, any interruption, defect, error, virus, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with these terms and conditions. In no event shall CyberReef Solutions or its vendors be liable for losses, damages, claims or expenses of any kind arising out of the use or attempted use of, or inability to access, life support or monitoring systems or devices, 911 or E911, or other emergency number or services.

12. Limitation of Damages: In no event shall CyberReef Solutions, its affiliates and contractors be liable to customer, any end user, or any of their respective employees or agents, or any third party, for any indirect, incidental, special, consequential or punitive damages.

13. Indemnification:

13.1. Mutual Indemnification: Each Party shall defend, indemnify, and hold harmless the other Party from any and all losses and damages claimed by a third party in any action or proceeding, against the indemnified Party alleging bodily injury (including death) or damage to property, caused by or alleged to have been caused by the negligence or other wrongful acts or omissions of the indemnifying Party, its employees and authorized agents while on the other Party’s premises, including any final monetary judgments, settlements, reasonable costs and reasonable attorneys’ fees awarded therein.

13.2. Customer Indemnity: CyberReef Solutions shall not be liable for, and Customer shall defend, indemnify, hold harmless and forever discharge CyberReef Solutions from, all damages (including personal injury or death and damage to property), claims, actions, losses, liabilities and other expenses (including reasonable attorneys’ fees), regardless of the time when they occur, that arise out of any action brought by an End User or other third party in connection with (i) its or Customer’s use of Wireless Service or the Customer Product or Service (used independently or in conjunction with the Wireless Service) or any Equipment or software used in conjunction therewith, (ii) communications with End Users (iii) any disabling of equipment by CyberReef Solutions pursuant to Section 5 any breach or violation of these Terms and Conditions by Customer including any representations and warranties provided herein.

13.3. Notice and Defense: The Party seeking indemnification shall: (a) provide the other Party with prompt Legal Notice of the claim; (b) allow the indemnifying Party to control the defense and settlement of the claim, provided, however, that the indemnifying Party shall not agree to any injunctive relief or settlement that obligates the indemnified Party to perform any obligation, make an admission of guilt, fault or culpability, or incur any expense, without such indemnified Party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying Party.

14. Violation of Authorized Use: If CyberReef Solutions determines that Wireless Service Plans have been used in a manner not permitted by the Authorized Use and Customer fails to cure such violation within thirty (30) days following Legal Notice from CyberReef Solutions informing Customer of such violation, then, in addition to such other rights as CyberReef Solutions may have under these Terms and Conditions or at law or in equity, CyberReef Solutions shall have the following rights: (a) to suspend or terminate such Wireless Service Plans on notice to Customer; (b) to retroactively bill Customer charges for such Wireless Service Plans at CyberReef Solutions' standard non-discounted rates applicable to Plans used in the manner such Wireless Service Plans were used by Customer. Such charges shall be paid by Customer within thirty (30) days of the date of CyberReef Solutions' bill; (c) if Customer continues using Wireless Service Plans other than for the Authorized Use, CyberReef Solutions may deny activation to new Wireless Service Plans or any or all Wireless Service Plans.

15. Dispute Resolution and Mandatory Arbitration: Should a dispute arise under these Terms and Conditions, the Parties shall meet within 30 days after Legal Notice of such dispute is given to attempt to resolve the matter in good faith. Thereafter, the Parties agree to arbitrate any dispute arising out of these Terms and Conditions. Such arbitration shall be held before an independent arbitrator pursuant to the Wireless Industry Arbitration ("WIA") rules in effect at the time of the dispute, as modified by these Terms and Conditions and administered by the American Arbitration Association ("AAA"). The United States Arbitration Act, 9 USC §§1-16, as amended, shall govern the arbitration. In the event of any conflict, the WIA rules shall govern. No arbitration between the Parties may proceed on a class basis or be consolidated with any other arbitration without the written consent of all Parties. If the prohibition on class arbitrations set forth above is deemed unenforceable, then neither Party shall be required to arbitrate. Any award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award and shall be binding upon the Parties with no right of appeal. If for any reason the provisions of these Terms and Conditions requiring arbitration are declared unenforceable, void, or voidable, or if any action or judicial proceeding is permitted, each Party waives any right it may have to trial by jury. Notwithstanding the above, either Party may seek preliminary and final injunctive relief in the event of the unauthorized disclosure of such Party's Confidential Information or intellectual property infringement.

16. Compliance with Laws:

16.1. Customer shall comply with all federal, state and local laws, treaties, rules, regulations and ordinances applicable to the Customer Product or Service, including (i) all Federal Communications Commission rules and regulations, (ii) all privacy and security requirements, including those, if applicable, pertaining to medical devices or location-based services, and (iii) all consumer protection rules and regulations. Without limiting the scope of the foregoing, Customer agrees as follows: (a) it shall comply with Department of Treasury's Office of Foreign Assets Control (OFAC) regulations to not

provide the Wireless Service to any individual or entity appearing on the OFAC Specially Designated Nationals (SDN) list or that is the subject of an embargo or sanction; (b) all functionality provided by Customer does and will comply in all respects with the Communications Assistance for Law Enforcement Act ("CALEA"). Customer shall certify in writing on each anniversary of the Effective Date or on CyberReef Solutions' reasonable request, that it is in compliance with its obligations under this Section; (c) Customer shall comply with any federal, state and local laws, rules, regulations or legal requirements that apply to the manufacturing, marketing, sale or distribution of medical applications or medical devices in the United States, including the following and any related amendments, if applicable: (i) the Health Insurance Portability and Accountability Act ("HIPAA"); (ii) the Health Information Technology for Economic and

Clinical Health Act ("HITECH Act"); (iii) the Federal Food, Drug and Cosmetic Act ("FDC Act"); (iv) orders, rulings, guidance documents, policies, regulations and requirements of the U.S. Department of Health and Human Services and the U.S. Food and Drug Administration adopted under HIPAA, the HITECH Act or the FDC Act; (v) the Federal Trade Commission Act; (vi) orders, rulings, guidance documents, policies, regulations and requirements of the U.S. Federal Trade Commission; (vii) state laws and regulations regarding the adoption of policies and procedures to protect the privacy and security of personal information; (viii) state laws and regulations regarding the encryption of personal information; and (ix) state laws and regulations governing the unauthorized disclosure or breach of personal information, including breach notification laws. Customer shall also comply with any applicable laws, rules, regulations and policies related to software applications in any other countries where they are available. Customer agrees that it shall not seek any regulatory determination or decision relating to the medical applications and medical devices that may impose any legal obligations or restrictions on CyberReef Solutions; (d) Customer acknowledges that the export, import, and use of certain hardware, software, and technological data provided under these Terms and Conditions is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations such as those that prohibit Equipment or Wireless Service from being used in or accessed by a national of Cuba, Iran, North Korea, Sudan, Syria or any other sanctioned or embargoed country. If Customer chooses to access or use the Equipment or Wireless Service or any website or portal maintained by CyberReef Solutions from locations outside the United States, Customer does so on its own initiative and will be solely responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which Customer is accessing or using the Equipment or Wireless Service or such website or portal. Customer acknowledges that CyberReef Solutions has made no representations concerning the appropriateness or availability of the content on any website or portal maintained by CyberReef Solutions when accessed in locations outside the United States, and accessing same from locations where their contents are illegal is prohibited; and (e) if Customer elects to receive government funds, (1) Customer shall comply in all respects with any and all federal and state laws, rules, regulations and orders that apply to carriers receiving such funds, including, but not limited to, any exempting any certain class of End Users from assessment of any tax, fee, duty, surcharge or other tax-like charge (including, but not limited to, any restriction on the assessment of universal service fund surcharges or number portability fees against qualified, low-income subscribers), (2) CyberReef Solutions shall have no obligation to Customer to make modifications or changes to any of its processes or procedures, the Wireless Service or the

CyberReef Solutions network used by Customer, in satisfaction of any federal or state requirements related to receipt of government funds, and (3) CyberReef Solutions shall have no obligation to Customer to furnish, maintain or retain information in satisfaction of any federal or state requirements related to Customer's receipt of government funds in the form of reports, records, maps, certifications, documentation or other forms of data.

16.2. The Customer shall comply with all federal, state and local laws, rules, regulations and ordinances to the extent applicable to the provision of Wireless Service under these Terms and Conditions.

17. Confidential Information:

17.1. Use and Disclosure: Each Party shall hold in confidence Confidential Information received from the other Party from the Commencement Date and a period of 2 years thereafter. "Confidential Information" means information (in written, graphic, oral or other tangible or intangible form) concerning the disclosing party's business, customers, products, services, trade secrets and personnel, and designated as confidential by the disclosing party (if tangible information) by conspicuous markings or (if oral information) by announcement at the time of initial disclosure and written documentation thereof within 30 days thereafter, or if not so marked or announced and documented should reasonably have been understood as being confidential information of the disclosing party either because of other legends or markings, the circumstances of disclosure or the nature of the information itself.

Confidential Information may include proprietary material as well as material subject to and protected by laws regarding secrecy of communications or trade secrets, and may include information acquired by the disclosing party from a third party under an obligation of confidentiality. Confidential Information also shall include the pricing and other terms and conditions of these Terms and Conditions, which both Parties shall be required to hold in confidence. Neither Party shall disclose Confidential Information of the other Party to any third party or use Confidential Information of the other Party for any purpose other than as specified in these Terms and Conditions. The Parties may disclose Confidential Information of the other Party to their agents that have a need to know under these Terms and Conditions and are bound by non-disclosure obligations that are substantially similar to those set forth herein. Customer's agents are subject to the additional requirements set forth in the "Customer's Use of Third Parties" section below. Notwithstanding anything to the contrary set forth herein, Customer must obtain CyberReef Solutions' written permission prior to disclosing any Confidential Information of CyberReef Solutions to any direct competitor of CyberReef Solutions.

17.2. General Exclusions: The foregoing restrictions shall not apply to information to the extent that it: (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was already in the lawful possession of the receiving Party without an obligation of confidentiality; (c) is lawfully disclosed to the receiving Party by a third party without restriction; (d) is required to be disclosed by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process; (e) is approved in writing by the disclosing Party for further disclosure; (f) is independently developed without reference to the Confidential Information and is so documented by the receiving Party; or (g) is required to port telephone numbers. CyberReef Solutions shall not be deemed to have received Confidential Information of Customer solely because Customer receives, transmits, obtains or otherwise exchanges such information through the use of the Wireless Service, or a CyberReef Solutions service to Customer involves the hosting, transport or other similar handling of such information.

17.3. Permitted Usage and Disclosure of Confidential Information: Nothing contained herein shall prevent either Party from using or disclosing Confidential Information for the purposes of disclosing general information about these Terms and Conditions in limited internal announcements to its employees.

18. Marks:

18.1. Customer hereby acknowledges that the CyberReef Solutions owned and/or licensed name(s), trademarks, and service marks ("CyberReef Solutions Marks") are the sole property of CyberReef Solutions and/or its parents or affiliates, and are good, valid, and enforceable in law and equity. Customer shall not challenge or assist in challenging the validity of registrations thereof, or engage in any activities or commit any acts, directly or indirectly, which may contest, dispute or otherwise impair the right, title and interest of CyberReef Solutions or its parents or affiliates therein. Customer neither has nor shall acquire, any right, title or interest in or to the CyberReef Solutions Marks.

18.2. Customer shall not use any of the CyberReef Solutions Marks, or any language from which the CyberReef Solutions Marks may be inferred or implied, for any reason unless CyberReef Solutions has expressly approved such usage in writing in advance. Any unauthorized direct or implied use of the CyberReef Solutions Marks by Customer shall be a material breach of these Terms and Conditions and shall constitute an infringement of the CyberReef Solutions Marks.

19. Customer's Use of Third Parties: Customer may employ third parties to make purchases, act as an Authorized Contact or perform other telecommunications management services under these Terms and Conditions, subject to the following: (a) Customer must notify CyberReef Solutions in writing prior to use of a third party and identify the scope of such third party's authority; (b) Customer grants CyberReef Solutions permission to disclose to such third party any information relating to the Terms and Conditions or Customer's account(s); (c) such third party must be bound by confidentiality obligations that are substantially similar to those in these Terms and Conditions; (d) CyberReef Solutions reserves the right to require such third party to enter into a non-disclosure agreement with CyberReef Solutions; and (e) Customer's right to terminate the Service shall remain solely with Customer.

20. No Agency: The Parties are independent contractors. Customer is not authorized to act as an agent for or legal representative of CyberReef Solutions and does not have and shall not represent that it has any authority to assume or create any obligation on behalf of CyberReef Solutions.

21. Wireless Service Availability: Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service and/or features may not be available in all areas. Wireless Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with Equipment that is authorized to operate on CyberReef Solutions' network.

22. Use of Wireless Service and Equipment: In order to protect the CyberReef Solutions network, operations and other customers, CyberReef Solutions may suspend or terminate service to affected Plans if Customer uses the Wireless Service or Equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan,

option, feature or application; or (c) in a manner that has an adverse impact on CyberReef Solutions' network, operations or customers. If Customer continues using the Wireless Service in such a manner, CyberReef Solutions may deny activation to new Wireless Service Plans or, upon Legal Notice, may terminate the Service.

23. Assignment: Provided an assignee possesses the financial and operational capabilities to perform under these Terms and Conditions and agrees in writing to assume and fully discharge all of the duties and obligations of the assignor arising under these Terms and Conditions, either Party may assign these Terms and Conditions in its entirety, without the other Party's consent, to either of the following: (a) any entity that controls, is controlled by or is under common control with the assigning Party; or (b) a successor in interest to all or substantially all of the assets and business of the assigning Party. Customer may not assign its rights or delegate its duties under these Terms and Conditions to any direct competitor of CyberReef Solutions without the prior written consent of CyberReef Solutions. Except for the foregoing, neither Party may assign its rights under these Terms and Conditions to any other entity without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed or conditioned. Subject to the provisions of this section, these Terms and Conditions shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties hereto.

24. Termination: Except as otherwise expressly stated in these Terms and Conditions, either Party shall have the right to terminate the Service for default if (i) the defaulting Party fails to comply with any material term, condition, or obligation of these Terms and Conditions; (ii) the non-defaulting Party provides Legal Notice to the defaulting Party specifying the default; and (iii) the defaulting Party fails to cure such default within thirty (30) days after receipt of such notice. If the defaulting Party has commenced to cure the default but it cannot reasonably be cured within the thirty (30) day period, then the non-defaulting Party may not terminate the Service as long as the defaulting Party takes appropriate steps to cure the default at the earliest reasonable time. Notwithstanding the foregoing, there shall be only a ten (10) day cure period with respect to a default by Customer based on (a) a violation of any Federal Communications Commission rule or regulation that could adversely affect any Federal Communications Commission spectrum license held by CyberReef Solutions or any of its affiliates in the Wireless Service area; (b) failure to certify or re-certify Equipment as required by Section 5.4 or (c) Customer's failure to make payments under these Terms and Conditions. If CyberReef Solutions, as the defaulting Party, fails to cure as provided above, and Customer exercises its right of termination, Customer shall nevertheless remain responsible for all accrued charges incurred for Wireless Service, up to and including the effective date of termination, as well as any applicable ETFs for each M2M Plan that was not directly affected by the breach.

25. Force Majeure: Any failure of CyberReef Solutions to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond CyberReef Solutions' reasonable control.

26. Notices: Whenever these Terms and Conditions calls for a "Legal Notice" to be given, notice shall be given in writing and shall be valid and sufficient if dispatched by: (a) registered or certified mail, postage prepaid, (b) hand delivery or (c) a nationally recognized express courier. Notice to Customer may be made to Customer's designated Authorized Contact(s). Any notice given in accordance with the

foregoing requirements shall be deemed effective upon delivery. All other notices and communications related to these Terms and Conditions may be made via mail or e-mail to an Authorized Contact, mail to the billing address on the account, and/or message with Customer's monthly bill.

27. Governing Law, Venue and Jurisdiction: Subject to the provisions of the "Dispute Resolution and Mandatory Arbitration" section above, the validity, construction and performance of these Terms and Conditions shall be governed and interpreted in accordance with the laws of the State of Louisiana, without reference to its conflict of laws or other rules that would require the application of the laws of another jurisdiction. Each Party submits to personal jurisdiction exclusively in Shreveport, LA, and waives all objections to a Louisiana venue.

28. Counterparts and Admissibility of Copies: These Terms and Conditions may be executed in counterparts each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument. An electronic or facsimile copy of the executed Terms and Conditions or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

29. No Waiver: Any forbearance or delay on the part of either Party in enforcing any rights under these Terms and Conditions shall not be construed as a waiver of such rights. Any grant of a waiver in one instance shall not be construed as a continuing waiver in all similar instances. No provision of these Terms and Conditions shall be considered waived unless expressly waived in writing, signed by the party against whom enforcement of such provision is sought.

30. Severability: If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms and Conditions shall remain in full force and effect. Moreover, the Parties agree that the invalid, illegal or unenforceable provision shall be enforced to the maximum extent permitted by law in accordance with the intention of the Parties as expressed by such provision.

31. Survival: Termination of the Service shall not affect either Party's accrued rights or obligations under these Terms and Conditions as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after the Service has ended.

32. Entire Document: These Terms and Conditions including any attachments and the terms and conditions of any plans, options, features, and applications (collectively, "Service Offerings") selected by Customer, constitute the entire agreement between the Parties with respect to the subject matter hereof. These terms and conditions shall prevail over any conflicting terms and conditions of a Service Offering, except for terms and conditions that are specific to the use of the selected service. These Terms and Conditions shall not be amended or modified without specific written agreement signed by both Parties. In no event shall any terms and conditions be added or modified by purchase order. These Terms and Conditions supersedes all prior Terms and Conditions for the provision of Embedded Wireless Service Plans of Wireless Service between Customer and CyberReef Solutions.

ATTACHMENT A: M2M Service Plan

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

International Access Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.004/KB or \$4.10/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.01/KB or \$10.24/MB. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.04/KB or \$40.96/MB.

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. CyberReef Solutions will not be liable for problems receiving Service that result from Customer's device.