

## **GENERAL TERMS AND CONDITIONS**

### **1. APPLICABILITY OF GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions will be applicable to Customer's Purchase Order and to all subsequent Purchase Orders received by Caburn Technologies Inc. from Customer, whether received by mail, by telephone or by electronic means, from the date of receipt by Customer of these General Terms and Conditions until such time as Customer receives a revised edition of these General Terms and Conditions or other notice of revocation of these General Terms and Conditions. These General Terms and Conditions will apply to all transactions between Caburn and Customer until such further notice.

### **2. DEFINITIONS**

Within this document the following terms will have the meanings hereinafter specified:

"Applicable Laws" will mean all federal, state and local laws and regulations applicable to mobile communications services (SMS, voice and/or data).

"Caburn" means Caburn Technologies, Inc. or its designated affiliates.

"Customer" means the person or entity however constituted to whom the Products and Services are sold.

"Delivery" means the date of Customer's receipt of Products at Customer's designated location.

"Embedded" means : (i) is used exclusively for Machine-to-Machine data transmissions, and (ii) is used only within the functionality of the Product or Service.

"Equipment" means wireless data modems and similar devices and ancillary accessories used with the Wireless Service.

Machine-to-Machine ("M2M") means the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention.

"M2M Line" means a line of Wireless Service used for M2M transmission.

"MTN" means mobile telephone number.

"Party" means Caburn or Customer. "Parties" means Caburn and Customer.

"Price Quotation" means Caburn's document that provides a summary of Products and Services offered for

sale and pricing corresponding to the Products and Services to be sold.

"Products" means the SIM cards and other mobile communication equipment offered for sale by Caburn to Customer.

"Purchase Order" means the Price Quotation and these General Terms and Conditions.

"Purchase Price" means the price charged by Caburn to Customer for Products and Services covered by the Purchase Order.

"Services" means mobile communications services (SMS, voice and/or data) provided by Caburn to Customer.

"Shipment Date" means the date on which Caburn has scheduled shipment of Products to Customer.

"Wireless Service" means each and every radio service provided directly or indirectly by the Wireless Service Provider.

"Wireless Service Provider" means the provider of Wireless Service indicated in the Purchase Order.

### **3. ACCEPTANCE OF PURCHASE ORDERS**

All Purchase Orders are subject to written acceptance by Caburn, at its sole discretion.

### **4. PURCHASE ORDER CHANGES**

Customer may not change its Purchase Order without Caburn's written consent. Any revision in Product or Service specifications or Shipment Dates or a Purchase Order cancellation requested by Customer may result in additional cost to Customer.

### **5. PURCHASE PRICE**

Customer's payment obligations are stated on Caburn's invoices or Price Quotation.

Except as otherwise provided on the Price Quotation, the Purchase Price will be paid within thirty (30) days of receipt of any invoice for Products or Services, in United States dollars, regardless of controversies relating to other Purchase Orders or other delivered or undelivered Products or Services. Checks or remittances received from or for the account of Customer may be applied against amounts owing by Customer, without accord and satisfaction of Customer's liability, regardless of writings, legends or notations on such check or remittance or of other writings, statements or documents. Caburn may apply payments against outstanding balances in such order as Caburn deems

advisable. Discounts, if given, do not apply to taxes or shipping. If all sums owed by Customer are not paid when due, Customer will, in addition, pay a sum equivalent to one and one-half (1.5%) percent per month (or, if less, the maximum rate permitted by applicable laws) on the unpaid amount owed from the date due until payment. Caburn will have the right to increase the Purchase Price of Products or Services upon written notice to Customer. Customer may refuse Products or Services at the increased price by notifying Caburn by email, or by certified mail, return receipt requested, postage prepaid, or by express delivery to Caburn's address set forth in order form, to that effect within seven (7) days from receipt or tender of Caburn's notice of increase.

Customer must dispute any charges within 90 days from the due date of the invoice by providing written notice to Caburn, including the date of the invoice, the disputed amount, the reason for the dispute, and any supporting documentation. The Parties will make a good faith effort to reconcile the dispute within 60 days of the date of notice. If Caburn and Customer cannot reach an agreement in that time, either Party may invoke the "Dispute Resolution" process described below.

If Customer fails either to make a payment on time or to dispute charges as required, Caburn may upon prior written notice to Customer, suspend or terminate Wireless Service to some or all M2M Lines. If Caburn sends Customer's account to a third party for collection, Caburn will charge a collection fee not to exceed 18% of the principal balance.

#### 6. TAXES

In addition to the Purchase Price for Products and Services paid by Customer, Customer will pay Caburn the amount of all taxes, excises, or other governmental charges that Caburn may be required to pay with respect to the production, sale, license, or transportation of any Products delivered hereunder, except taxes on or measured by Caburn's net income. If Customer claims exemption from any taxes, Customer will provide Caburn with documentation required by the taxing authority to support the exemption.

#### 7. DELIVERY DATE.

The delivery date for Products set forth in the Purchase Order will vary depending upon product availability and other conditions and the delivery date is approximate only, is not guaranteed, and may be extended by Caburn for a reasonable time if conditions in Caburn's sole discretion warrant. Delay in Delivery of any shipment will not relieve Customer of its obligations to accept shipment of Products. Caburn will notify Customer in the

event of Product shortage for any reason. Caburn will have the right to allocate Products among its present and future customers and Customer. Caburn will in no event be liable for loss, damage, destruction, expense, liability or claim (direct, special, incidental or consequential) resulting from failure to meet delivery schedules.

#### 8. SHIPMENT

All Products will be shipped by express delivery and Customer will pay all costs. Upon delivery of Products by Caburn to a carrier for shipment to Customer, all risk of loss, damage, destruction, expense, liability and claim and other incidents of ownership will immediately pass to Customer, subject to all of Caburn's rights until paid in full.

#### 9. ACCEPTANCE OR REJECTION OF PRODUCTS

After the Delivery of Products, Customer will inspect Products for conformity to the Purchase Order or Price Quotation (as the case may be) or for failing to conform to specifications or Customer's instructions within fifteen (15) calendar days (the "Acceptance Period"). Acceptance of Products by Customer will automatically occur after the passage of the Acceptance Period stated in this Section 9 unless Caburn is advised otherwise in writing within the stated Acceptance Period.

If any Product does not substantially conform to the Purchase Order or Price Quotation (as the case may be) Customer will notify Caburn in writing of the details of the nonconformance, and, for the Product, obtain an authorization for return, and return such Product to Caburn. In the event that Caburn agrees that the returned Product does not substantially conform to the Purchase Order or Price Quotation (as the case may be), Caburn will credit Customer's account in an amount equal to the Purchase Price for the returned Product.

#### 10. AUTHORIZED USE OF PRODUCT AND SERVICES

Except as otherwise provided in the Purchase Order, Customer will use the Products and Services only for the uses permitted by the Wireless Service Provider provided on Attachment A, as modified by Caburn from time to time on notice to Customer ("Authorized Uses"). EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE ORDER, CUSTOMER WILL NOT USE THE PRODUCTS OR SERVICES FOR REMOTE MEDICAL MONITORING OR UNMANNED AERIAL VEHICLES.

All Equipment and applications utilized by Customer in connection with the Wireless Service and Customer's use

thereof shall at all times comply with the requirements of the Wireless Service Provider, as set forth in Attachment A, as modified by Caburn from time to time on notice to Customer. Customer's failure to do so may cause Customer's transmissions to fail, be blocked or misrouted, use a Wireless Service not intended by Customer and/or be subject to additional charges beyond those set forth in this Agreement. Customer agrees to pay such additional charges. Neither Caburn nor the Wireless Service Provider will have liability for Customer's Equipment or Customer's failure to maintain or meet requirements applicable to Customer's Equipment. Under no circumstances will Caburn or the Wireless Service Provider be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Customer.

M2M Lines purchased by Customer must be Embedded in the Customer Product or Service consistent with the Authorized Use.

If Caburn determines that M2M Lines have been used in a manner not permitted by the Authorized Use and Customer fails to cure such violation within 30 days following written notice informing Customer of such violation, then, in addition to such other rights as Caburn may have under this Agreement or at law or in equity, Caburn shall have the following rights: (a) to suspend or terminate such M2M Lines; (b) to retroactively bill Customer charges for such M2M Lines at Caburn's standard non-discounted rates for that type of usage, such charges to be paid by Customer within 30 days of the date of Caburn's bill; and (c) if Customer continues using M2M Lines other than for the Authorized Use, Caburn may deny activation to Customer of any new M2M Lines or may terminate this Purchase Order and any or all M2M Lines.

11. **MOBILE TELEPHONE NUMBERS ("MTNs"); EQUIPMENT LOCATION; TERMINATED LINES**

If any MTN assigned by Caburn to Customer is non-geographic (e.g. 5XX numbers where the Numbering Plan Area ("NPA") begins with a "5" and there is no rate center associated with the MTN), Customer may not port such non-geographic MTNs to another carrier. Caburn may change, reassign or eliminate an MTN upon reasonable notice to Customer if such MTN is changed, reassigned or eliminated by the Wireless Service Carrier. Customer shall bear the cost of reprogramming Customer's Equipment, systems, Products or Services in connection therewith. Customer's failure to perform such reprogramming may adversely affect its ability to use Equipment, a Product or Service, but Customer shall still be obligated to pay for the M2M Lines and Wireless Service as provided in the Purchase Order.

All Equipment activated on M2M Lines at a fixed location must be located by Customer within the areas served by the Wireless Service Provider owned and operated network in the United States. Equipment activated on M2M Lines which are mobile may roam on the networks of the Wireless Service Provider's roaming partners in the United States, and, if permitted by a custom plan, other countries, but must be primarily used on the Wireless Service Provider's owned and operated networks in the United States. Equipment shall not be permanently located in the roaming area. Caburn reserves the right to terminate any M2M Lines that are not primarily used on the Wireless Service Provider's owned and operated network.

When a Customer M2M Line is terminated, Customer shall ensure that the Equipment that was activated on that M2M Line ("Terminated Equipment") does not register or attempt to register on the Wireless Service Provider network. If Terminated Equipment continues to attempt to register on the Wireless Service Provider 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 25 days after notice from Caburn, Caburn shall have the right to charge Customer and Customer shall pay a \$25.00 fee per month for each unit of Terminated Equipment until the failure is corrected; and (iii) Caburn shall have the right to use over-the-air means to access Terminated Equipment for the purpose of downloading software or Preferred Roaming List ("PRL") designed to disable Terminated Equipment to prevent attempts to contact the Wireless Service Provider network.

12. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

CABURN MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED (WHETHER WRITTEN OR ORAL), WITH RESPECT TO THE PRODUCTS OR SERVICES OR CABURN'S OBLIGATIONS UNDER THE PURCHASE ORDER, INCLUDING (i) ANY WARRANTY OF MERCHANTABILITY, (ii) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY OTHER IMPLIED WARRANTIES, (iv) ANY REPRESENTATION OR WARRANTY REGARDING PRODUCT SPECIFICATIONS, OR (v) ANY REPRESENTATION OR WARRANTY REGARDING THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR THEIR

USE IN CONNECTION WITH CUSTOMER PROVIDED EQUIPMENT OR ANY PRODUCT OR SERVICE.

CABURN AND THE WIRELESS SERVICE PROVIDER WILL HAVE NO LIABILITY TO CUSTOMER (x) IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS SERVICE PROVIDER WIRELESS NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED TO CUSTOMER IN CONJUNCTION WITH CUSTOMER'S USE OF THE PRODUCT OR SERVICE; (y) 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 WIRELESS SERVICE PROVIDER WIRELESS NETWORK OR SYSTEMS; (iii) USE OF PRODUCTS OR SERVICES OR CUSTOMER'S EQUIPMENT; OR (iv) DISABLING OF EQUIPMENT PURSUANT TO SECTION 11; or (z) FOR CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING USE OR INABILITY TO USE 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 THIS PURCHASE ORDER.

IN NO EVENT SHALL CABURN OR THE WIRELESS SERVICE PROVIDER BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

NOTWITHSTANDING ANY OTHER TERM IN THE PURCHASE ORDER, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER OR ITS AFFILIATES FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES OR ANY LOST PROFITS, REVENUE OR GOODWILL, LOSS OF USE OF PRODUCT OR LOST OPPORTUNITIES OF THE OTHER PARTY OR ITS AFFILIATES, DIRECTLY OR INDIRECTLY ARISING FROM THE PERFORMANCE, FAILURE TO PERFORM OR BREACH OF ITS OBLIGATIONS UNDER THE PURCHASE ORDER, WHETHER BASED UPON CONTRACT, NEGLIGENCE OR ANY

OTHER THEORY OF LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

13. **INDEMNIFICATION OF CABURN**

Caburn will not be liable for, and Customer will defend, indemnify, hold harmless and forever discharge Caburn 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 Customer or any third party in connection with (i) use of the Product or Service, or any equipment or software used in conjunction therewith; (ii) any disabling of any Product or Service by Caburn pursuant to Section 10; or (iii) any breach or violation of the Purchase Order by Customer. In the event of any claim arising under this indemnity, prompt notice of such claim will be given to Customer, which will have the right to conduct the defense of such claim, but Caburn may have counsel present at its own expense and will be entitled to participate in the defense of any such claim. Caburn will cooperate with Customer in such defense at the expense of Customer. No settlement of any such matter where Caburn is a party to the claim or defendant, will be made without the written approval of Caburn, which will not be unreasonably withheld, except for a settlement that involves only the payment of money, which payment is in fact made by Customer or its insurer.

14. **TERMINATION BY CABURN**

Except as otherwise expressly stated in the Purchase Order, Caburn may terminate the Purchase Order and/or the Services upon 30 days' prior written notice to Customer for any reason. In addition, Caburn may terminate the Purchase Order and/or the Services for default if (i) Customer fails to comply with any material term, condition, or obligation of the Purchase Order; (ii) Caburn provides written notice to Customer specifying the default; and (iii) Customer fails to cure such default within 15 days after receipt of such notice. Notwithstanding the foregoing, If Customer has commenced to cure the default but it cannot reasonably be cured within the 15-day period, then Caburn may not terminate the Purchase Order as long as Customer takes appropriate steps to cure the default at the earliest reasonable time. Customer must take immediate action to cure a default based on Customer's failure to make payments under the Purchase Order.

15. **TERMINATION BY CUSTOMER**

Except as otherwise expressly stated in the Purchase Order, Customer may terminate the Purchase Order and/or the Services for default if (i) Caburn fails to comply with any material term, condition, or obligation of the Purchase Order; (ii) Customer provides written notice to Caburn specifying the default; and (iii) Caburn fails to cure such default within 60 days after receipt of such notice. If Caburn has commenced to cure the default but it cannot reasonably be cured within the 60-day period, then Customer may not terminate the Purchase Order as long as Caburn takes appropriate steps to cure the default at the earliest reasonable time.

16. **AUDIT**

Within 30 days after written request from Caburn, Customer shall provide photocopies of business records evidencing Customer's compliance with its obligations pursuant to this Purchase Order that Caburn may reasonably request, such as records verifying the manner in which Customer uses the Wireless Service.

17. **NO WAIVER**

Caburn's failure at any time to enforce any rights strictly in accordance with the Purchase Order will not be construed as creating a waiver or modification in any way or manner contrary to the specific terms and provisions of the Purchase Order. Waiver of any default will not constitute waiver of any subsequent default. Caburn's rights and remedies are cumulative and not alternative. No action arising under the Purchase Order may be brought by Customer more than one (1) year after the accrual of the cause of action. No waiver by Caburn will be valid unless in writing, signed by an authorized representative of Caburn

18. **CONFIDENTIAL INFORMATION**

Customer will not disclose to any person or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information (hereinafter referred to as "Confidential Information") of Caburn or the Wireless Service Provider, or if provided orally, confirmed in writing to be confidential or proprietary, unless such information was generally known to the public prior to the disclosure of such information or data to Customer, or is otherwise or previously known to Customer, or until the same later becomes generally known to the public, or is disclosed by a third party who has the right to do so. Customer will, without retaining a copy, return all Confidential Information to Caburn upon the request of Caburn.

Customer recognizes and agrees that the unauthorized use or disclosure of the Confidential Information would cause irreparable injury to Caburn for which it would have no adequate remedy at law, and that any actual or contemplated breach of this clause will entitle Caburn to obtain immediate injunctive relief prohibiting such breach, in addition to any other rights and remedies available to it. The obligations in this Section 16 will expressly survive the final payment of any/or all Purchase Orders.

19. **MARKS**

Customer acknowledges that the Caburn or Wireless Service Provider owned and/or licensed name(s), trademarks, and service marks ("Marks") are the sole property of Caburn or the Wireless Service Provider, as the case may be, 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 Caburn or the Wireless Service Provider or its parents or affiliates therein. Customer neither has nor shall acquire, any right, title or interest in or to the Marks.

Customer shall not use any of the Marks, or any language from which the Marks may be inferred or implied, for any reason unless Caburn or the Wireless Service Provider, as the case may be, has expressly approved such usage in writing in advance. Any unauthorized direct or implied use of the Marks by Customer shall be a material breach of this Agreement and shall constitute an infringement of the Marks.

20. **FORCE MAJEURE**

Neither Caburn nor the Wireless Service Provider will have liability to Customer for delay or failure in the performance of the obligations on its part contained in the Purchase Order because of or related to (i) compliance with any Applicable Law, requirement or order of any Governmental Entity or authority, either local, state, federal or foreign, (ii) failure of any third party wireless communications provider serving a particular area; (iii) any riot, war, public disturbance, strike, labor dispute, fire, explosion, storm, flood, act of God, act of terrorism, pandemic, epidemic, failure of a third party to timely perform its obligations or major breakdown or failure of (A) transportation, (B) manufacturing, (C) distribution or (D) storage facilities, as the case may be, that is not within the control of the party whose performance is interfered with and which by the exercise of commercially reasonable efforts such party is unable to prevent, or (iv) for any

other reason which is not within the control of the party whose performance is interfered with and which by the exercise of commercially reasonable efforts such party is unable to prevent (each, a “Force Majeure Event”).

21. **DISPUTE RESOLUTION**

No litigation for the resolution of a dispute may be commenced until the Parties try in good faith to settle the dispute by negotiations and/or mediation in accordance with this Section, except that either Party may seek a temporary restraining order or other immediate injunctive relief. Within thirty (30) days after notice of a dispute or claim is given by either Party to the other Party, the Parties shall meet and make a good faith attempt to resolve such dispute or claim and shall continue to negotiate in good faith in an effort to resolve the dispute or claim or renegotiate the applicable section or provisions without the necessity of any formal proceedings. The specific format for such negotiations will be left to the discretion of the Parties, but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party and shall be deemed to be made in connection with settlement discussions and not be considered admissions or evidence in any ensuing litigation. If the Parties are unable to agree within thirty (30) days of their first meeting, then either Party shall have the option to submit the matter to a court.

22. **NO AGENCY**

The Parties are independent contractors. Neither Party is authorized to act as an agent for or legal representative of the other Party.

23. **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 is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on the Wireless Service Provider’s network. In some areas, Wireless Service may be provided by a third party roaming carrier, subject to the Wireless Service Provider’s agreements with such carriers. Data service on these roaming carriers’ networks may be limited or slowed. Third party roaming carriers are not affiliates or subcontractors of Caburn or the Wireless Service Provider and neither Caburn nor the Wireless Service

Provider bears any liability for their network, acts or omissions.

24. **ENHANCEMENT OF WIRELESS SERVICE**

Customer must obtain Caburn’s and the Wireless Service Provider’s prior approval and execute a written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. Caburn may terminate M2M Lines and, upon notice to Customer, may terminate this Purchase Order and pursue any other available remedies if Customer violates this section.

25. **USE OF WIRELESS SERVICE AND EQUIPMENT**

In order to protect the Wireless Service Provider network, operations and other customers, Caburn may suspend or terminate service to affected M2M Lines, deny activation of new M2M Lines, or upon notice to Customer, terminate this Purchase Order, if Customer uses the Wireless Service or Equipment: (i) in an illegal or unauthorized manner (including “spamming” or other abusive messaging); (ii) in a manner prohibited by the terms of the applicable plan, option, feature or application; or (iii) in a manner that, in Caburn’s or the Wireless Service Provider’s sole discretion, has a material adverse impact on the Wireless Service Provider’s network, operations or customers.

26. **CUSTOMER CONSENT TO USE CUSTOMER PROPRIETARY NETWORK INFORMATION (NOT APPLICABLE TO ARIZONA CUSTOMERS)**

Caburn and the Wireless Service Provider want to offer Customer customized solutions to support Customer’s business needs. To facilitate this, Customer consents to the use and sharing of Customer Proprietary Network Information (“CPNI”) within the Caburn and Wireless Service Provider family of affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Caburn or Wireless Service Provider products and services. Caburn and the Wireless Service Provider protect the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of Customer’s subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. Customer has the right to refuse this consent, and doing so will not affect any existing Services. Customer may withdraw or limit its consent at any time via email at support@caburntelecom.com

support@caburntelecom.com and consent remains valid until updated by Customer.

27. **GOVERNING LAW**

The Parties consent to the non-exclusive jurisdiction and venue of the federal and state courts of the State of New York in any and all actions, disputes, or controversies relating to this acknowledgment or any contract resulting herefrom and irrevocably consents to service of process by certified or registered mail, return receipt requested, mailed to its address on Caburn's books and records.

28. **SEVERABILITY**

If any provision of the Purchase Order is held by a court, government agency or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not invalidate, void or render unenforceable any other portion of these terms and conditions but rather the Purchase Order will be construed as if it did not contain the particular invalid, illegal or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly.

29. **SURVIVAL OF TERMS**

Neither the cancellation of any Purchase Order nor the Delivery of Products under the Purchase Order will affect a Party's obligations and rights under the Purchase Order, which by their nature, survive, notwithstanding such cancellation or Delivery.

30. **INTEGRATION**

The terms and conditions of the Purchase Order supersede all prior Purchase Orders, negotiations, proposals, or communications between the Parties, and, together with the Price Quotation, contain the entire agreement of the Parties and may not be amended or modified orally. Any acceptance of the Purchase Order is expressly made conditional on Customer's assent to all terms, warranties and conditions contained in these General Terms and Conditions which are additional to, different from, or conflicting with the terms of any purchase order or other communication received from Customer. The receipt of these General Terms and Conditions by Customer is notice to Customer of objection by Caburn to all other terms, warranties or conditions contained in such purchase order or other communication. Caburn specifically rejects and Customer disclaims any printed provisions in Customer's Purchase Orders including associated forms and/or documents. The failure by Caburn to object to the purchase order or any other communication from Customer will not be deemed an acceptance of any

terms, warranties or conditions which are additional to, different from, or conflicting with the terms, warranties and conditions contained in these General Terms and Conditions or in the Purchase Order.

31. **ASSIGNMENT**

Caburn may assign its rights and obligations by giving Customer written notice of the assignment but without being obligated to obtain Customer's consent prior to such assignment.

Customer may not assign its rights nor delegate its obligations under any or all of its Purchase Orders without Caburn's written consent, which consent will not be unreasonably withheld. Any such assignment or delegation without such consent will be void.

32. **SUCCESSORS AND ASSIGNS**

These General Terms and Conditions will be binding upon, and will inure to the benefit of, the Parties and their respective successors and permitted assigns.

33. **COMPLIANCE WITH APPLICABLE LAWS**

Customer will comply with all Applicable Laws affecting the use of the Products and/or Services

34. **TERM**

Except as otherwise provided in the Purchase Order, the term of the Services will be one (1) year ("Initial Term") from the date it is executed by both Parties ("Effective Date"), and then continue on a month-to-month basis ("Extended Term") until one Party gives 30 days' prior written notice to terminate it. "Term" means the Initial Term and the Extended Term. Upon termination of the Purchase Order, any active line of wireless service for machine-to-machine ("M2M") transmission will be terminated. If Customer is the terminating Party, Customer will be responsible for all accrued charges through date of termination, and an early termination fee of \$50.00 for each terminated M2M line.

35. **PRIVATE NETWORK**

If the Services include a private network, Customer shall comply with the requirements set forth in Attachment A.

36. **LOCATION BASED SERVICES ("LBS") POLICY**

Customer will comply with the LBS Policy set forth in Attachment A with regard to location based services

offered, provided, distributed, operated and maintained  
by Customer.

## ATTACHMENT A

### WIRELESS SERVICE PROVIDER REQUIREMENTS

#### I. VERIZON WIRELESS<sup>1</sup>

##### A. Equipment Requirements

1. The Equipment shall meet all industry standards and technical requirements for compatibility.
2. The Equipment shall be Certified, as defined below, by Verizon Wireless for use on its network according to its specifications, which Verizon Wireless may change from time to time.
  - (a) IN CERTIFYING EQUIPMENT PURSUANT TO THE AGREEMENT, VERIZON WIRELESS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY, DURABILITY, FITNESS FOR USE MERCHANTABILITY, NON-INFRINGEMENT, CONDITION OR QUALITY OF THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ALL WARRANTIES.
  - (b) For purposes of the Purchase Order, “Certified” means that a sample of a particular model of Equipment has been evaluated in accordance with the Verizon Wireless Equipment testing process or the Verizon Wireless Open Development Certification Process and the model represented by such sample has been determined to be acceptable for use on the Verizon Wireless network. Certified does not mean that Verizon Wireless has made any determinations as to the call quality or other functionality of such Equipment or in any way represents or warrants that such Equipment will operate: (i) without error on the Verizon Wireless network (including the network of any other carrier accessed while roaming or otherwise); (ii) on such network without periodic upgrades or modifications; or (iii) indefinitely on such network.
3. 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.
4. In accordance with Verizon Wireless’s Equipment Requirements and compliance test plan documents set forth at <https://opennetwork.verizonwireless.com>, Customer shall ensure that all Equipment activated on the Verizon Wireless network is assigned a unique Equipment ID.
5. All Equipment must be compatible with Verizon Wireless’s Over the Air Service Provisioning (“OTASP”). All devices supporting 4G and higher must be compatible with Verizon Wireless’s Over the Air Parameter Administration (“OTAPA”) and OTASP, to allow remote configuration of services on the devices including service activation and access on the Verizon network and roaming partners’ network. All devices supporting LTE must be compatible with Verizon Wireless’s Over the Air Device Management (“OTADM”) or Lightweight Machine-to-Machine protocol (“LWM2M”), which allows customers to remotely manage their devices in the field and also allows for firmware updates, enabling of services, and application of configuration updates to their devices. Customer must sign up for a Firmware Over the Air (“FOTA”) service that provides network and radio layer updates. Verizon Wireless shall have the right to perform FOTA updates, as necessary, to keep the device functional on its network if there are no other means to update the device firmware. Additional charges for FOTA updates may apply. Customer must subscribe to a device security service as well as a FOTA service, and ensure devices have the latest necessary Original Equipment Manufacturer contained on the device from unauthorized access,

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<sup>1</sup> “Verizon Wireless” is Cellco Partnership, a Delaware General Partnership doing business as Verizon Wireless, having its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097, and its controlled and/or managed affiliates. These requirements may be changed from time to time by Verizon Wireless.

destruction, use, modification or disclosure. Should Customer fail to comply with this section, Verizon Wireless will take any action necessary to protect its network, as indicated in Section 10.

B. Private Network Service

1. Verizon Wireless Private Network Service (“Private Network”): Private Network extends Customer’s IP network to its wireless equipment by segregating the data between such devices and Customer’s servers from the public Internet (the “Internet”). Customer’s use of Private Network is subject to the Private Network Customer Roles and Responsibilities, which are available from Caburns sales representative or at:

[https://opendevelopment.verizonwireless.com/openaccess/article/VzService\\_Wireless\\_Private\\_Network](https://opendevelopment.verizonwireless.com/openaccess/article/VzService_Wireless_Private_Network)

2. Private Network Traffic Management (“PNTM”): PNTM is an optional configuration of Private Network which permits Customer to allow differentiated Quality of Service (“QoS”) by application over Verizon Wireless’s 4G LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Purchase Order. Customer is responsible for any charges associated with the customization of its Customer-provided Equipment to support PNTM.
3. Secure Cloud Interconnect Feature: Secure Cloud Interconnect is an optional configuration of Private Network which provides private connectivity to a global ecosystem of cloud and application providers, with whom Customer has separately contracted, enabling Customer to utilize those third parties’ cloud service over Private Network.
4. Wireless Devices/Network Access: Customer must use Private Network-compatible end user Equipment. Private Network functionality is available on the Verizon Wireless data network, subject to the limitations defined in this Attachment. While Private Network functionality may also be available on the networks of Verizon Wireless’s domestic and international roaming partners, Neither Caburn nor Verizon Wireless makes any representation of Private Network availability or reliability on such networks.
5. Permitted Use/Fraud: Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end user devices and is responsible for any unauthorized access to the Private Network. If Customer transfers the management of its private network to an agent, Customer shall be responsible for the acts of its agent. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless may, but is not obligated to, filter fraudulent usage.
6. Maintenance/Service Changes/Termination of Private Network Service: Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and, in the case of scheduled maintenance, Caburn or Verizon Wireless will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless may modify and reconfigure Private Network as it deems necessary to enhance Customer’s experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND OR CANCEL CUSTOMER’S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS ATTACHMENT OR FOR GOOD CAUSE; INCLUDING BUT NOT LIMITED TO EMERGENCY MAINTENANCE. Good cause includes (i) breach of the terms of this Attachment or the Purchase Order; (ii) unlawful or fraudulent use of Private Network; (iii) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless’s customers or personnel; (iv) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; or (v) the act by any governmental body of competent jurisdiction that interferes with the provision of Private Network.

7. Attachment Controls. If there are any inconsistencies between the terms of this Attachment and the Purchase Order, the terms of this Attachment shall control with respect to Private Network.

C. LBS Policy

1. Definitions.

- 1.1 “LBS End User” means any person, partnership, corporation, limited liability company, firm, joint venture, joint-stock company, trust, governmental body or agency, or other entity, however organized, who ultimately uses or is intended to ultimately use LBS Services provided by Customer or provided by a third party on behalf of Customer.
- 1.2. “Mobile Devices” means any mobile device, including, but not limited to, smartphones, tablets, smartwatches or other wearables, laptops and netbook computers.
- 1.3. “LBS”, “Location Based Service” and “LBS Services” means location enabled or location aware software, products or services that access, or use Location Information from Mobile Devices and/or the Verizon Wireless network.
- 1.4. “Location Information” means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source.

2. Compliance with Laws, Policies and Practices. Customer understands and agrees that Customer and third parties may be subject to additional unanticipated obligations and legal requirements as a result of developing, distributing, operating or permitting distribution and/or use of an LBS Service. In addition and supplemental to Customer’s compliance with laws obligations under the Purchase Order, LBS Services must, at all times, comply with all applicable federal, state and local government laws, criminal, civil and statutory laws, rules and regulations, industry practices, third party guidelines, policies and requirements, including but not limited to (a) all applicable consumer protection, marketing, data security, export and privacy laws, (b) Federal Trade Commission Privacy Initiatives, and (c) the CTIA Best Practices and Guidelines for Location-Based Services.

3. Requirements.

- 3.1. Notice and Consent. Customer will obtain affirmative, opt-in consent from LBS End Users as appropriate to access, use, copy, store, collect or disclose Location Information. Customer will not access, use, copy, store or disclose any Location Information until the appropriate consent has been obtained. Customer shall ensure that each LBS End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected or disclosed by Customer and/or third parties (as applicable) in Customer’s privacy policy and ensure that such notice is presented to LBS End Users for acceptance prior to use of the LBS Service and readily available and easily accessible by LBS End Users. Depending upon the type of service and the means by which the notices can be presented to the LBS End User, the notices shall be displayed on a device, a website or a formal written paper contract or other mechanism as appropriate.
- 3.2. Revocation of Consent. As appropriate, Customer will ensure that each LBS End User may deny, revoke or withdraw consent, through readily available means and/or mechanisms at any time. If consent is denied, revoked or withdrawn, Customer may not access or collect LBS End User’s Location Information or perform any other actions for which the LBS End User’s consent has been denied, revoked or withdrawn.
- 3.3. Use and Storage of Location Information. Customer may only use Location Information for the sole purpose of providing LBS Services as intended by the LBS End User and shall only access, use, disclose and maintain Location Information as long as notice, consent and all other

requirements have been satisfied and maintained. Location Information shall not be accessed, used, copied, stored or disclosed for any other purpose without the explicit prior consent of the LBS End User. Customer shall delete Location Information when it is no longer needed and provide a readily available means for LBS End Users to delete stored Location Information.

- 3.4. Privacy and Safeguard Considerations. Customer must implement security measures and safeguards that protect LBS End User privacy and safety. Depending upon the type, nature and sensitivity of the LBS Service it may be necessary to encrypt Location Information, use private networks to transmit such data, provide periodic notices to LBS End Users, send reminder messages to LBS End Users, utilize audible, visual or other types of notifications and/or implement report abuse processes as appropriate in order to mitigate the risk of LBS End Users being located without their knowledge and consent. For LBS Services that communicate over an Internet Protocol (IP) network, traffic between the LBS Service and Mobile Device or the Verizon Wireless network must have security controls to protect from threats including, but not limited to, eavesdropping, data tampering, and data collection.
- 3.5. Record Retention. Customer must maintain records of any notice, consent and revocation for as long as the LBS Services are in use, plus an additional five (5) years. Verizon Wireless can request this information at anytime and it shall be provided to Verizon Wireless within seven (7) business days of request.
- 3.6. No Guarantee. Customer shall make no representation of accuracy, completeness or timeliness of Location Information or the location capabilities of any product or service.
- 3.7. Security. Customer shall design, develop, build, operate and maintain all LBS Services to sufficiently mitigate security threats including, but not limited to: (a) fraudulent, improper or unauthorized access, use or disclosure (b) unauthorized changes, (c) disruptions or denial of service, (d) escalation of user privilege; and (e) degradations of any Verizon Wireless service.
- 3.8. Other Restrictions and Limitations. LBS Services shall not: (a) perform any functions or link to any content or use any robot, spider, site search or other retrieval application or device to scrape, retrieve or index services or to collect, disseminate, use, store or disclose information about an LBS End User for any unauthorized purpose; (b) obfuscate, alter, remove, disable, override or otherwise interfere with any Verizon Wireless alerts, or warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the LBS End User that the LBS End User's Location Information is being collected, transmitted, maintained, processed or used, or intended to be accessed; (c) be designed, developed, marketed, distributed, offered or otherwise made available for automatic or autonomous control of vehicles, aircraft, or other mechanical devices or emergency or life-saving purposes; or (d) be designed, developed, marketed, distributed, offered or otherwise made available for the purpose of harassing, abusing, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others, or any other illegal or unethical purpose.

D. Authorized Use

All M2M Lines purchased by Customer under the Purchase Order shall be used by Customer to provide wireless connectivity solely for the following (the "Authorized Use"):

- a. Fleet tracking solution, to provide in-vehicle video dashboard camera system and data recording including driver behavior, speed and collision, for the Transportation industry
- b. Asset tracking solution, to provide GPS tracking for asset protection, monitoring, service fleet management and monitoring in the Transportation/Distribution industry.
- c. Connected Lone Worker wearable tracking device, to provide emergency alarm activation and transmit GPS location as well as one-way or two-way audio to an emergency dispatch center, for Commercial use.