

## Deployables as a Service Terms and Conditions

### 1. SERVICES

Customer (“you”) will submit an Order Form for the Deployment as a Service described in the Order Form, including all equipment or devices (“Equipment”) provided by Connected Solutions Group, LLC (“CSG”) and any software contained in or downloaded to such Equipment (“Service”), at the ship to address specified in the applicable order (“SHIP TO ADDRESS”). CSG reserves the right to reject an Order for any reason. The Service and related Equipment is for Customer’s use only, and may not be provided, made available or resold to any third party without CSG’s consent.

### 2. SERVICE COMMENCEMENT DATE

Service begins upon shipment of the hardware component of the Deployables as a Service Solution to the End User reported by the related Shipping Agent (FedEx, UPS, Independent Freight Company, etc.).

### 3. EQUIPMENT

Equipment shall at all times remain the sole and exclusive property of CSG and shall not be deemed fixtures or otherwise part of your real estate. As part of the Service, CSG has the right, at CSG’s discretion, to replace the Equipment with new or reconditioned Equipment. CSG’s ownership of the Equipment may be displayed by notice or brand logo. You will notify CSG promptly of any defect in, damage to, or accident involving the Equipment and if any Equipment is stolen. CSG will not provide support for, or be responsible for, ongoing maintenance or management of, your owned or leased equipment, systems or networks or third party services or equipment. Your equipment, software, cables or hardware attached to the Equipment is solely your responsibility. As part of the Service, CSG will manage and monitor the Equipment and will repair or replace damaged Equipment as CSG deems necessary. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings. You bear all risk of loss, theft, casualty, or damage to the Equipment from the time it is delivered to you until such time as it is returned and received by CSG. If the Equipment is damaged due to intentional acts, negligence, or use inconsistent with the Agreement as determined by CSG, you will be responsible, and will reimburse CSG for the cost and expense of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended use, and not for any other purpose. You agree to use appropriate and reasonable care in using any and all Equipment.

### 4. SUPPORT

This section shall apply to the extent that Customer has paid for Support Services for the current term.

#### DEFINITIONS

- “Coverage Period” means 9:00am to 8:00pm Eastern Time, Monday through Sunday.
- “Maintenance Patch” means a release of or for a Supported Product that includes the most recent Resolutions.
- “Resolution” means either a software modification or addition that, when made or added to the Supported Product, corrects a Supported Incident; or a work-around, procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical

adverse effect of such Supported Incident on Customer; or replacement of the Supported Product. (Resolutions may include patches and bug fixes).

- “Supported Incidents” means a material defect in materials and workmanship of the Supported Products, or failure of the Supported Product to conform to the specifications set forth in the documentation (“Documentation”) relating to that version of the Supported Product, resulting in the inability to use, or restriction in the use of, the Supported Product.
- “Unsupported Incidents” means any other incident not defined by “Supported Incidents”
- “Supported Products” means the current version of the Software and any prior version for which CSG provides support.

(a) **Service Description and Scope**

(1) **Scope of Support Services.** The scope of Support Services shall be via Technical Phone Support where customer may use universal toll-free phone support to receive help with regard to installation, configuration and administration of the Software and/or hardware. The telephone support is provided 5 days a week, 8 hours a day. Email support is also available by emailing [support@csgstore.net](mailto:support@csgstore.net).

(2) **Service Modification.** Modifications to the scope of the Support Services may be made from time to time by CSG and will be notified to Customer in writing.

(3) **Exclusion from Services.** CSG is not obligated to provide Support Services in the following situations:

- Unsupported Incidents.
- Improper installation or operation of the Supported Product not in accordance with CSG’s specifications or the Documentation.
- The Supported Product has been damaged or the Supported Incident is caused by Customer’s negligence, or other causes beyond the reasonable control of CSG.
- The Supported Incident is caused by third party hardware or software not sold or licensed by or through CSG.
- Customer has not installed and implemented a Maintenance Patch/Update or Upgrade so that the Software is not a release supported by CSG. Such issues may be addressed separately upon request to CSG or an authorized partner at the applicable hourly rates for consulting.

(b) **Maintenance Service and Support Service Period**

(1) **Maintenance and Support Service.** The period shall be for 12 Months as set forth in a valid order form.

(2) **Means of providing the Maintenance and Support Services.** CSG will provide the Services by phone or email at the sole discretion of CSG.

(c) **Response Criteria.** CSG’s initial response may result in resolution of the request or form the basis for determining what additional actions may be required to achieve Resolution. For Service requests received outside of the Coverage Period, CSG will use commercially reasonable efforts to respond within the timeframe designated below based on the Severity level as determined by

CSG, except that CSG is not responsible for delays in response delivery caused by systems and network problems.

(d) **Maintenance Patches and Upgrades/UPDATES.** In addition to Resolutions, during the term of this Exhibit, CSG shall make Maintenance Patches and Upgrades/Updates available if and when made generally available by CSG. If a question arises as to whether a product offering is an Upgrade/Update or a new product or separate component, CSG's determination will prevail, provided that CSG treats the product offering as a new product or feature for its end user customers generally.

(e) **Customer Responsibilities**

(1) Customer agrees to:

- i. Pay the applicable Services fees and any communications charges associated with accessing the Services (unless CSG specifies otherwise).
- ii. Designate a CSG certified representative (a "Primary Technical Contact") to be the focal point to which CSG may direct general technical information pertaining to Customer's Supported Products.
- iii. Provide CSG with all relevant and available diagnostic information (including product or system information) pertaining to software/hardware problems for which Customer requests assistance.
- iv. Provide CSG with appropriate remote access to Customer's system if necessary to assist in isolating the software or hardware problem cause. Customer will remain responsible for adequately protecting the system and all data contained therein whenever it is remotely accessed by CSG with Customer's permission.
- v. Use the information obtained under these Services only for the support of the information processing requirements within Customer's enterprise.
- vi. Ensure that Services are used only in relation to duly licensed Supported Products.
- vii. Make reasonable efforts to correct any issue and deploy corrections after consulting with CSG.
- viii. Promptly install all Maintenance Patches and Resolutions.

(f) **Charges and Payment.** Charges ("Support Fees") for Support Services during the Coverage Period, are included in the monthly subscription and invoiced in advance via the Verizon Business Solution Store, or in the case of a renewal term, no later than the date of commencement of the applicable Coverage Period.

(g) **Support Expiration.** Support Services expire on termination of the End-User License Agreement or otherwise in accordance with the corresponding order form.

## 5. **TERMINATION**

Upon termination or expiration of the Service, for whatever reason, you must ship equipment back to

CSG or provide CSG or its subcontractors with access to the Original Deployment Location or Current Location of the Deployable within a reasonable time frame but in no event no later than ten (10) days after such termination or expiration to remove the Equipment. If the equipment is not shipped back to CSG or if CSG is not provided with the necessary access to remove the Equipment or if the Equipment is not returned to CSG in an undamaged state within thirty (30) days of termination or expiration for any reason, you shall reimburse CSG for the replacement cost of the Equipment plus processing and shipping fees upon demand. CSG is not liable for defacement or damage to your premises resulting from the existence of the Equipment and associated wiring or the installation or removal thereof. Should CSG need to come onsite to remove equipment, you will be responsible for all related charges. You are responsible for all return shipping fees. All return shipping shall be via UPS or FedEx with a tracking number provided to CSG upon return shipment being made.

#### **6. CHANGES TO THE SERVICE OR AGREEMENT**

Subject to applicable law, CSG may: (a) at any time, effective upon any written notice to you (including e-mail): (i) stop offering the Service and/or any Equipment, (ii) modify the Service or Equipment; or (b) effective upon thirty (30) days' prior written notice to you, change this Agreement or the Service. Your continued use of the Service and/or Equipment constitutes acceptance of those changes. If you do not agree to those changes, you must notify us in writing and stop all use of the Service.

#### **7. FEES AND PAYMENT**

You will pay all fees specified in the manner set forth by Verizon in their agreement with you.

#### **8. PROPRIETARY RIGHTS**

All materials including, but not limited to, the Equipment (including related firmware), software (including mobile applications and any related documentation), data and information provided by CSG, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by CSG to provide the Service (collectively "CSG Materials") are and shall remain the sole and exclusive property of CSG or its suppliers or CSGs. You shall acquire no title to, interest or right (including intellectual property rights) in the CSG Materials by virtue of the payments provided for herein other than the limited, personal, revocable, non-exclusive, and non-transferable license to use the CSG Materials solely for your use of the Service during the Service Term. You may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the CSG Materials, in whole or in part, or use them for the benefit of any third party. You shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services or Equipment. All rights in the CSG Materials not expressly granted to you herein are reserved to CSG or its suppliers or CSGs. You shall not open, alter, misuse, tamper with, or remove the Equipment or CSG Materials as and where installed by CSG, and shall not remove any markings or labels from the Equipment or CSG Materials indicating CSG (or its suppliers or CSGs) ownership or serial numbers. You may, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to CSG with respect to the Service or Equipment (collectively, "Feedback"). Feedback, even if designated as confidential by you will not, absent a signed, written agreement with CSG, create an obligation of confidentiality for CSG. CSG will be free to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit in perpetuity, entirely without obligation or restriction of any kind.

## 9. **PERSONAL INFORMATION AND CUSTOMER DATA**

Other than for the administration of the Service in accordance with this Agreement, CSG does not collect or require or have access to any personally identifiable information (“Personal Information”). CSG does not collect or require or have access to any data or content (including customer proprietary network information) that is transmitted over your cellular or wireless services or otherwise (collectively “Customer Data”). CSG also maintains a privacy policy with respect to the Service in order to protect the privacy of its customers which may be found at [www.connectedsolutionsgroup.com/privacypolicy](http://www.connectedsolutionsgroup.com/privacypolicy) (the “Privacy Policy”) which is incorporated into, and made a part of, this Agreement by this reference. The Privacy Policy may be updated or modified from time-to-time by CSG, with or without notice to you. In addition to the foregoing, you hereby acknowledge and agree that CSG may disclose Personal Information as required by law or regulation or in accordance with the Privacy Policy. In addition, CSG shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

## 10. **TERM AND RENEWAL**

(a) The Initial Term of this Agreement is set forth for a period of twelve (12) months from the Service Commencement Date. You agree to maintain the Service for the duration of the Initial Term or pay the Termination Charge if the Agreement is cancelled earlier for any reason.

(b) At the end of the Initial Term, the Service will not automatically renew. If the customer wishes to renew the service, they must contact their Verizon Business Executive in order to request the successive one (1) year term. Connected Solutions Group reserves the right to contact the end customer directly within the thirty (30) day period before the renewal date in order to inform them that the service term is up for renewal. The Initial Term and Renewal Terms together shall be referred to as the “Service Term.”

## 11. **TERMINATION**

If (a) you fail to pay Verizon any undisputed charges when due and such failure continues for five (5) business days after written notice, or for thirty (30) days after such failure occurs, or (b) either party fails to observe any other material term of this Agreement and such failure continues for thirty (30) days after written notice from the other party, then CSG may terminate this Agreement or any Order Form, in whole or in part, and subject to the limitations of this Agreement, pursue any remedies it may have at law or in equity. If you cancel or terminate the Service for convenience or CSG terminates Service for cause, you agree to pay Verizon a termination charge equal to the 100% of the remaining monthly charges (if any) of the Service Term (the “Termination Charge”).

## 12. **SUSPENSION OF SERVICE**

CSG may limit, interrupt, suspend or terminate the Service immediately and without notice if you (or others acting through you): (a) uses the Service or Equipment in violation of this Agreement; (b) uses the Service or Equipment in a fraudulent or unlawful manner; (c) uses the Service or Equipment in a manner that may cause or is causing an imminent and significant operational, financial, or security risk to CSG or third parties. In addition, if CSG determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then CSG may terminate the Agreement and any affected Order Forms without liability, by giving you thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination. After any

suspension of Service due to any breach, CSG may restore Service if you correct any breach and pay all outstanding amounts owed. In addition to these termination rights, if CSG determines that providing Service is not economically or technically feasible or because of legal/regulatory requirements or changes, CSG may terminate this Agreement up on sixty (60) days' notice without liability to you or anyone else.

**13. DISCLAIMER**

CSG MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICE (INCLUDING THE EQUIPMENT). ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARE DISCLAIMED. NO ADVICE OR INFORMATION GIVEN BY CSG OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

**14. LIMITATION OF LIABILITY**

IN NO EVENT SHALL CSG OR ANY CSG AFFILIATES (OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR THIRD PARTY CSGS, PROVIDERS OR SUPPLIERS) (COLLECTIVELY THE "CSG PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, LOST PROFITS OR REVENUES, LOSS OF INFORMATION OR DATA, COSTS OF COVER, INTERRUPTED SERVICE, OR RELANCE UPON THE SERVICE) ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICE (INCLUDING THE EQUIPMENT), WHETHER BASED ON NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF CSG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

CSG DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ALL SERVICES, PRODUCTS, EQUIPMENT OR OTHER MATERIALS NOT PROVIDED BY CSG, INCLUDING ANY CELLULAR OR WIRELESS SERVICES.

REGARDLESS OF THE CAUSE, THE TOTAL LIABILITY OF THE CSG PARTIES PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES OR LOSSES TO YOU AND ANY OTHER PERSONS OR ENTITIES, WILL IN NO EVENT EXCEED A PRO-RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO CSG DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

**15. INDEMNIFICATION**

You at your own expense, agree to indemnify, defend, and hold harmless CSG, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any of the Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by any of the Indemnified Parties, to the full extent that such arise from or relate to the use or misuse of the Service or Equipment by you or others (whether or not such use is authorized by you), or your failure to comply with any applicable law, order, rule, regulation or ordinance or the terms of this Agreement, personal injury or tangible property damage caused by negligence or willful misconduct on the part of you, your agents or vendors. In such event, you agree to conduct the defense and have control of the litigation and settlement, if any.

However, you agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without CSG's prior written consent. We agree to give you prompt notice of all claims and to cooperate in defending against the claim. The Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

**16. COMPLIANCE WITH LAWS**

As between the parties, CSG shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to CSG's operation and provision of the Service and Equipment as contemplated in the Agreement, and you shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to your use of the Service and Equipment as contemplated in the Agreement. Each party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its obligations under the Agreement. The Agreement is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which CSG provides the Service. If any provision of the Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Agreement. If the relevant law or regulation applies to some but not all of the Service being provided under the Agreement, then such law or regulation shall take priority over the relevant provision of the Agreement only for purposes of the Service to which the law or regulation applies. Except as explicitly stated in the Agreement, nothing contained in the Agreement shall constitute a waiver by CSG of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Service or Equipment.

**17. DISPUTE RESOLUTION**

The parties agree that this Agreement does not permit a class arbitration, even if the procedures or rules of the American Arbitration Association (or other dispute-resolution organization or body) would otherwise permit it. NO CLASS ACTION OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION OR OTHER PROCEEDING UNDER THIS AGREEMENT. Except for action seeking a temporary restraining order or injunction related to this Agreement, or suit to compel compliance with this dispute-resolution process, any controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. All proceedings will be conducted at a suitable location chosen by the arbitrator(s) in or within fifty (50) miles of CSG's principal place of business (Mechanicsville, Virginia). The arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent warranted by that party's individual claim and only as authorized under the laws that govern this Agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The party seeking arbitration must first notify the other party of the dispute in writing at least thirty (30) days in advance of initiating the arbitration. Each party shall bear its own costs of these procedures. The parties shall equally share the arbitration and arbitrator fees.

**18. NOTICES**

Notices required under this Agreement shall be provided by you by contacting us as via the methods set forth in your monthly billing statement or on the Order Form. Except as otherwise set forth in this Agreement, notices by CSG to you shall be deemed given: (a) when sent by email to your last-known email address according to our records; (b) when deposited in the United States mail addressed to you

at the Service Location; (c) when included and provided with billing statements to you; or (d) when hand-delivered to the Service Location.

## 19. GENERAL PROVISIONS

(a) **Entire Agreement.** This Agreement, including without limitation all attachments, incorporated documents and any executed Order Forms constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement. In the event that CSG permits you to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that this Agreement will prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by you, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Order Form are inconsistent with the terms of these Terms, the Terms shall control.

(b) **Signatures; Electronic Transactions.** Each Order Form may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy or electronic acceptance or acknowledgment will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices as provided above.

(c) **No Assignment or Transfer.** You may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Agreement and the associated Order Form(s), or their rights or obligations hereunder to any other entity without first obtaining consent from CSG, and any assignment or transfer in violation of this paragraph shall be null and void. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Service Location(s) immediately upon such transfer of ownership or change in occupancy. We may assign all or any part of this Agreement for any purpose without notice to you and you agree to make all subsequent payments as directed in your billing statement unless notified otherwise.

(d) **Severability.** If any term, covenant, condition or portion of this Agreement shall, to any extent, is held to be invalid or unenforceable, the remainder of this Service shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the parties.

(e) **Force Majeure.** Notwithstanding anything to the contrary in the Agreement, neither party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Service or Equipment, directly or indirectly caused by circumstances beyond such party's control, failure of a cellular network inability to access or interruptions in accessing data, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, criminal, illegal or unlawful acts, malicious mischief, weather, fire, flood, lightning, earthquake, hurricane, wind, ice, extreme weather conditions or other acts of God, failure or reduction of power, fiber cuts, or any court order, law, act or order of government restricting or prohibiting the operation or



delivery of the Service or Equipment (each a “Force Majeure Event”). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

(f) **Governing Law; Claims Limitation.** The law of the Commonwealth of Virginia shall govern the construction, interpretation, and performance of this Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Agreement shall be brought only in the United States District Court for the District of Virginia or, if such court would not have jurisdiction over the matter, then only in a Virginia court sitting in Richmond, Virginia. Any claim that you wish to assert under the Agreement must be initiated not later than one (1) year after the claim arose.

(g) **No Third Party Beneficiaries.** The terms of this Agreement and the parties’ respective performance of obligations as described are not intended to benefit any person or entity not a party to the Order Form. No person or entity not a party to this Agreement has any rights hereunder nor the right to require performance of obligations by either of the parties.

(h) **Waiver.** Except as otherwise provided herein, the failure of CSG to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on CSG, any waiver must be in writing.

(i) **Survival.** All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of the Service, including without limitation, those related to payment, limitation of liability and indemnification, shall survive such termination.