

PEAK-RYZEK PASS THROUGH PROVISIONS AND TERMS OF SALE

The sale of Products and Services to Netsmart End-Users is governed by the following terms and conditions:

Peak-Ryzex Terms of Sale for Managed Services and Equipment

- 1. SCOPE OF AGREEMENT.** Peak-Ryzex shall provide to Customer such Services and/or Hardware as purchased by Customer in accordance with a quote, statement of work, order or proposal (an “Order”) and as further defined in the service descriptions attached hereto and incorporated within this Agreement (“Attachments”).
- 2. ONSITE SERVICES.** Customer shall provide such access to Customer’s facilities as Peak-Ryzex may reasonably request, during Customer’s normal business hours or as otherwise agreed upon by the parties. Peak-Ryzex shall observe all reasonable access, health, safety and security requirements of Customer of which Peak-Ryzex is informed in writing in advance and that are not inconsistent with Peak-Ryzex’s own business practices. Customer shall make available to Peak-Ryzex appropriate Customer personnel familiar with Customer’s equipment, software and/or applications. Except as set forth in an Attachment, any Services provided by Peak-Ryzex at a Customer location will be provided on a time and materials basis. A “day” is an eight (8) hour billable workday during 8:00 AM to 5:00 PM, local time at the location of performance of the Services, Monday through Friday, excluding Peak-Ryzex designated holidays. In the event that Customer requests Peak-Ryzex perform Services outside of these hours or days, fees for such Services shall be subject to Peak-Ryzex’s then-current applicable rates. Associated actual and reasonable expenses include travel, lodging and project expenses incurred by Peak-Ryzex in the performance of the Services.
- 3. PAYMENT.** Except as expressly provided herein, all Orders are non-cancellable and non-refundable. Customer shall pay Peak-Ryzex for an Order in accordance with the payment terms of the Attachment. Customer shall pay all applicable taxes excluding taxes based on Peak-Ryzex’s income, or provide satisfactory proof of exemption. If Customer fails to make payments when due and such failure continues after Peak-Ryzex notifies Customer of such failure, Peak-Ryzex may refuse to perform any further Services or deliver any further Hardware. If Customer fails to make payments when due, Peak-Ryzex may charge Customer interest on the overdue amounts, from the date such amount became due at the lesser of the rate of one and one-half percent (1.5%) per month or the maximum interest rate permitted by applicable law. Peak-Ryzex reserves the right to revoke any credit extended to Customer at any time for good and sufficient cause.
- 4. TERM AND TERMINATION.** The initial term of the Agreement shall be for a period of one (1) year from the Effective Date and shall renew automatically unless one party provides the other party with a thirty (30) days written notice of its intent to terminate. Termination of this Agreement shall not affect any Attachments still in effect as of the date of termination or any Orders placed prior to the date of termination. Either party may terminate this Agreement in the event that a party commits a material breach of this Agreement and such breach is not cured within thirty (30) days of notice to the breaching party. Customer shall pay Peak-Ryzex for all fees and expenses incurred up until the date of termination. Any obligations and duties which by their nature extend beyond the expiration or termination of the relationship between Peak-Ryzex and Customer shall survive this Agreement, including but not limited to Sections 3, 5, 8, and 9.
- 5. HIRING OF EMPLOYEES.** Neither party shall solicit or recruit for employment (other than by general advertising), any person who was an employee of the other party during the provision of the Services and for a period of one (1) year thereafter, without the other party’s written consent. Any violation of this section shall be deemed a material breach hereof and the non-breaching party may immediately terminate this Agreement.
- 6. INDEPENDENT CONTRACTOR.** Peak-Ryzex will manage its personnel and be free to exercise independent judgment as to the manner and method of performance of the Services. Peak-Ryzex is an independent contractor and nothing herein will be deemed to make one party the agent of the other.

7. INDEMNITY. Notwithstanding any other provision of this Agreement, each party agrees to indemnify, defend and hold harmless the other party for any liabilities, costs, losses, damages and expenses (including reasonable attorneys fees actually incurred) arising from any claim or action against or incurred by the other party for any claim for personal injury or real or tangible property damage, to the extent such damages are caused by the action or inaction of indemnifying party's personnel while Peak-Ryzex is performing Services at Customer's facility; provided, however, such obligations and liability are contingent upon: (a) the indemnified party providing the indemnifying party with prompt, written notice of a claim or threat of claim hereunder; (b) the indemnifying party having full control of the settlement and/or defense of the claim; (c) the indemnified party providing the indemnifying party the assistance necessary to settle and defend the claim, and (d) the indemnifying party not entering into any settlement or compromise which admits the fault of, or necessitates payment by, the indemnified party without the consent of the indemnified party.

8. LIMITATION OF LIABILITY. Peak-Ryzex's liability for any and all claims, including claims of contract, negligence and strict liability, shall not exceed the amounts paid and payable by Customer to Peak-Ryzex for the Services or Hardware (to the extent that Customer purchased the Hardware from Peak-Ryzex pursuant to this Agreement) giving rise to the claim. Peak-Ryzex shall have no responsibility for defects in hardware, software or services supplied by persons other than Peak-Ryzex or for modifications to any hardware or software manufactured by persons other than Peak-Ryzex. IN NO EVENT SHALL PEAK-RYZEX BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, AND LOSS OF PROFITS. THESE LIMITATION OF DAMAGES AND REMEDIES CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AND MEASURE OF DAMAGES. THESE LIMITATIONS OF DAMAGES AND REMEDIES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. CONFIDENTIAL INFORMATION. Each party acknowledges that during the course of this Agreement it will acquire information and materials about the other party, including, but not limited to, its business plans, systems, software, technology, methods, know-how and lists of its customers and suppliers and that all such knowledge, information and material so acquired are the trade secrets and confidential and proprietary information of the other party (hereafter "Confidential Information"). All Confidential Information shall be conspicuously marked or identified as such at or prior to the time of disclosure, or shall otherwise be obvious to the reasonable person, given the nature and context of the disclosure, that the information disclosed is confidential and/or proprietary. The party receiving Confidential Information ("Recipient") agrees to maintain and protect the Confidential Information as confidential and proprietary using the same degree of care Recipient uses to protect its own confidential and proprietary information; however in no event less than a reasonable degree of care. Recipient shall not disclose the Confidential Information to any third party, except that Recipient may disclose the Confidential Information to those of its employees, agents and consultants who, on a strict need to know basis: (i) require knowledge or access to the Confidential Information; (ii) are made aware that the Confidential Information constitutes confidential information and/or trade secrets of the disclosing party; (iii) have signed an agreement with Recipient requiring that they protect confidential information with restrictions similar to those contained herein; and (iv) agree to treat and protect the Confidential Information accordingly. Recipient agrees that, as between the parties, any and all Confidential Information is and shall remain the proprietary/confidential information and property of the disclosing party. Recipient agrees that upon request of the disclosing party, Recipient shall, within three (3) days, return to the disclosing party all originals, copies, notes and abstracts of any such Confidential Information that Recipient previously obtained from the disclosing party. Recipient shall certify their compliance with the foregoing, in writing, signed by an officer of Recipient.

Notwithstanding anything contained herein to the contrary, Recipient's obligations as to the Confidential Information shall not apply to any portion of the Confidential Information: (i) which was rightfully known or becomes rightfully known to Recipient without confidential restrictions from a source other than the disclosing party; (ii) which was or becomes publicly available or a matter of public knowledge generally, through no fault of receiving party; (iii) which is approved by the disclosing party, in writing, for disclosure without restrictions; (iv) which is independently developed by Recipient; (v) which is generalized know-how or skills; or (vi) which Recipient is legally compelled to disclose; provided that Recipient has given the disclosing party reasonable notice and opportunity to contest such compulsive disclosure, and Recipient requests that the Confidential Information disclosed be treated as confidential (collectively, the "Exclusions"). In no event shall the foregoing or following be deemed to grant to either party a license (by implication or otherwise) to the other party's copyrights or patents. Nothing in this Agreement, the disclosure of Confidential Information, or any discussions between the Parties shall be deemed to create any partnership, joint venture, or other commercial relationship; or have the effect of impairing the rights of either party to use, make, procure, sell, distribute and/or market any products or services, now or in the future, which may be competitive with those offered or contemplated by the other party.

The parties each acknowledge and agree that the breach or threatened breach of any provision of this section by it may result in irreparable and continuing damage to the other party, for which there will be no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to seek an injunction or specific performance to prevent breaches or threatened breaches of any of the provisions of this Agreement by an action instituted in a court having jurisdiction. These specific remedies are in addition to any other rights to which the parties may be entitled at law or in equity. Regardless of the cause of termination of this Agreement, the obligations of the Parties hereunder shall survive for three (3) years from disclosure; provided however, a party's obligations as they pertain to Confidential Information disclosed in source code form, shall remain in effect until the source code falls within one of the limitations on the obligations of confidentiality as set forth in the Exclusions above.

10. FORCE MAJEURE. Notwithstanding anything in this Agreement to the contrary, Peak-Ryzex shall not be liable for any delay or failure to provide the Hardware and/or Services hereunder, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, earthquake or any act of God, delay by subcontractor or the failure of any third party subcontractor, or third party hardware, software, network system equipment, wiring, electrical systems or utilities, or other causes beyond Peak-Ryzex's reasonable control. If any third party subcontractor providing service or hardware with respect to this Agreement, ceases to provide such services or hardware, and Peak-Ryzex cannot find a suitable replacement vendor, then Peak-Ryzex shall have the right to terminate the Agreement by providing thirty (30) days prior written notice to Customer.

11. MISCELLANEOUS. (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or otherwise transfer this Agreement without the prior express written consent of the other party, such consent not to be unreasonably withheld; provided however, either party may assign this Agreement without the other party's consent incidental to a merger, reorganization, change of control, or sale of all or substantially all of its assets or the assets of a division. (b) This Agreement supersedes and merges all prior proposals, understandings and agreements, oral and written, between the parties relating to the subject matter of this Agreement and may not be modified or altered except by written instrument duly executed by both parties. By signing this Agreement, Customer agrees that this Agreement exclusively governs and controls the rights of the parties so that any purchase order or other writing Customer may submit to Peak-Ryzex shall only be for Customer's convenience. Any additional or differing terms, whether or not materially different, set forth in any communication from Customer are hereby expressly rejected. (c) No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. (d) Section headings are for convenience only and do not form a part of this Agreement. (e) The invalidity or unenforceability of one or more provisions of this Agreement shall not affect the enforceability of any other provision, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. (f) This Agreement shall be governed by the internal laws of the State of Maryland, without regard to its conflict of law provisions. The United Nations Convention for the International Sale of Goods shall not apply. (g) All notices hereunder shall be in writing, sent by certified mail, or overnight delivery service addressed to the parties at their respective addresses set forth in the introductory paragraph. (h) Customer hereby grants to Peak-Ryzex, its affiliates, successors, and assigns, all rights to reference Customer and/or its logos, including quotes, photos taken or illustrations from Customer, for advertising and marketing purposes, including but not limited to case studies, print advertisements, reference in Peak-Ryzex marketing materials, press releases, Internet postings and other publications electronic or printed which are produced in the ordinary course of business. (i) In the event of a conflict between the terms of this Agreement and an Attachment, the terms of the Attachment shall control. Capitalized terms used in an Attachment shall have the same meaning as set forth herein.

HARDWARE AND MEDIA PURCHASE ATTACHMENT

Peak-Ryzex desires to provide to Customer, and Customer desires to obtain the hardware ("Hardware"), third party repair services, such as extended manufacturer warranty services, resold by Peak-Ryzex to Customer under an Order ("OEM Services"), third party software resold by Peak-Ryzex to Customer under an Order ("Third Party Software") and consumable supplies such as paper, ribbons and print heads ("Media") identified in an Order in accordance with the terms and conditions set forth in this Hardware and Media Purchase Attachment ("Attachment") and the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DELIVERY. All Hardware and Media listed in an Order shall be delivered to Customer F.O.B. Origin (FCA Origin), at which time title and risk of loss to such Hardware and Media shall pass to Customer. Customer acknowledges and agrees that the quantity for Media orders may vary by plus or minus ten percent (10%) of the quantity ordered and Customer agrees that delivery of the Media within such variance shall be deemed acceptable by Customer.

2. RESTOCKING FEE. At Peak-Ryzex's discretion, Customer may return or cancel a Hardware order for reasons other than a warranty claim. Peak-Ryzex reserves the right to charge Customer restocking and/or handling fees equal to the actual restocking and/or handling fee charged to Peak-Ryzex by the third-party Hardware or Media provider for the returned Hardware and/or Media ("Restocking Fee"). Such Restocking Fee shall be due upon receipt of Peak-Ryzex's invoice. Peak-Ryzex will not accept the return of custom Media or custom Hardware.

3. BILLING AND PAYMENT. Peak-Ryzex shall invoice Customer for the Hardware and Media at time of shipment and Customer shall pay Peak-Ryzex upon receipt of Peak-Ryzex's invoice. Peak-Ryzex shall invoice Customer for any additional installation charges upon installation of the Hardware by Peak-Ryzex at Customer's location. Peak-Ryzex retains a security interest in the Hardware and Media until payment in full is received.

4. BLANKET ORDERS. In the event that Customer has purchased the Hardware or Media in a blanket order with multiple shipment dates, Peak-Ryzex will invoice Customer on the shipment date of each installment of the blanket order. Customer shall be responsible for the total purchase price of the blanket order. In the event that Customer has not requested delivery of the total quantities of the Hardware or Media prior to the expiration date of the blanket order, Peak-Ryzex will invoice the Customer for the remaining balance due and Customer agrees to pay the remainder of the total purchase price upon receipt of Peak-Ryzex's invoice. If no expiration date is stated on the Order, the blanket order shall expire twelve (12) months from the date of the Order.

5. WARRANTY. Peak-Ryzex hereby assigns to Customer, to the extent possible, the benefits of any warranties provided to Peak-Ryzex by the manufacturer(s) of the Hardware and Media. Zebra's warranty information is found at: <https://www.zebra.com/us/en/support-downloads/warranty/product-warranty.html> Peak-Ryzex's obligations and liability under this warranty is conditioned upon the receipt of prompt notice of defects as to parts and/or workmanship from Customer, and is limited to repairing or, at Peak-Ryzex's sole option, to replacing the Hardware/Media or if Peak-Ryzex is unable to repair or replace the Hardware/Media to refund the purchase price paid by Customer to Peak-Ryzex. This warranty shall be void if the Hardware/Media is damaged or rendered unusable by the willful act, negligence and/or tampering of persons other than Peak-Ryzex. Peak-Ryzex makes no warranty or guaranty for any hardware or third party materials. Customer understands that Peak-Ryzex is not responsible for, and will have no liability for, hardware, software, or any other items or any services provided to Customer by any persons other than Peak-Ryzex. TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES PROVIDED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ATTACHMENT, PEAK-RYZEX DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED WITH REGARD TO THE SERVICES PROVIDED UNDER THIS ATTACHMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS ATTACHMENT.

6. OEM SERVICES AND THIRD PARTY SOFTWARE. In the case of OEM Services and Third Party Software, Customer shall consider the third party provider to be the contracting party. The OEM Services are governed by the terms of sale set forth on the third party's website. Third Party Software is governed by the terms of sale and end user license agreement on the third party's website. The third party shall be the party responsible for providing the OEM Services and Third Party Software to Customer, and Customer shall look solely to the third party for any loss, claims or damages arising from or related to the provision of OEM Services or Third Party Software. Customer hereby releases Peak-Ryzex from any and all claims arising from the performance of the OEM Services or provision of Third Party Software.

PROFESSIONAL SERVICES ATTACHMENT

Peak-Ryzex offers a variety of professional services, such as consulting, system design, software development, installation, mobility managed services, voice logistics, project management, service and support. Peak-Ryzex desires to provide to Customer, and Customer desires to obtain, the Professional Services as defined in an Order, in accordance with the terms and conditions set forth in this Professional Services Attachment (“Attachment”) and the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES. Peak-Ryzex will provide to Customer the services described in a statement of work, order, proposal or quote (“Order”) executed by the parties (“Professional Services”). The Order will set forth the amount, type and fees for any hardware, software and services purchased from Peak-Ryzex by Customer. The Order shall incorporate any blueprint or investment proposal and shall constitute the complete and exclusive definition and description of the Professional Services. The Order will include the following elements: (a) task description; (b) deliverables and schedule; (c) completion and acceptance criteria for the deliverables; (d) pricing, (e) customer defined requirements; and (f) any special or other terms. Professional Services shall be performed in accordance with Peak-Ryzex’s hourly or daily rates and policies specified in an Order. Any Professional Services requested by Customer and not included in the Order may be provided by mutual agreement and at Peak-Ryzex’s then-current rates.

2. CHANGES. Either party may propose a change to an Order by delivering such request to the other party in writing. Each party will evaluate a proposed change to the Order in good faith and will respond in writing within a reasonable time. Peak-Ryzex will determine the impact of any requested or recommended change to the price or schedule for the Professional Services and advise Customer in writing of such impact. Any change to the Order will only become effective upon the execution by both parties of an amendment to the Order. Unless otherwise agreed upon by the parties, until such time as such amendment is effective, Peak-Ryzex will continue to perform, and Customer shall continue to pay for, the Professional Services in accordance with the Order.

3. CUSTOMER RESPONSIBILITIES. Customer represents that (a) the information (including Confidential Information) supplied by Customer and used by Peak-Ryzex in preparation of an Order is accurate, current and complete; and (b) it has, and will continue to have during the period of performance of the Professional Services, such legal right and authority to provide Peak-Ryzex with access and use of all software and systems as Customer may be required to provide to Peak-Ryzex in an Order. Customer acknowledges that Peak-Ryzex is not liable for any hardware, software, or any other items or services provided to Customer by any persons other than Peak-Ryzex, except as set forth in the Agreement and any Attachment thereto. Customer shall promptly notify Peak-Ryzex of any anticipated delays or deficiencies in Customer’s responsibilities and shall provide prompt assistance in resolving any such delays or deficiencies to Peak-Ryzex’s reasonable satisfaction. In the event Peak-Ryzex determines the information, equipment, software, assistance or payments to be provided by Customer are delayed, inaccurate or incomplete, Peak-Ryzex reserves the right to stop work until Customer remedies such delay, inaccuracy or incompleteness to Peak-Ryzex’s reasonable satisfaction.

4. REVIEW OF DELIVERABLES. Customer shall notify Peak-Ryzex within the earlier of the timeframe set forth in the Order and ten (10) business days of delivery of a deliverable whether it conforms to the requirements set forth in the Order. Customer shall specify in sufficient detail the nature and scope of any non-conforming deliverable. Upon receipt of such notice, Peak-Ryzex shall act diligently to correct such deficiencies. Customer shall not unreasonably withhold approval of deliverables and corrected deficiencies. In the event that Customer does not notify Peak-Ryzex to the contrary within the earlier of the timeframe set forth in the Order and ten (10) business days from delivery, the deliverables shall be deemed accepted and approved by Customer.

5. PROPRIETARY RIGHTS. Unless otherwise specified in the applicable Order, Professional Services provided by Peak-Ryzex under the relevant Order are not performed on a “work for hire” basis and therefore the intellectual property rights related to any Professional Services, including but not limited to all the ideas, concepts, plans, techniques, designs, models, inventions, processes, methodologies, discoveries, formulae, software (other than third party software) of every kind (including all software deliverables, routines, algorithms, applications, programs, operating environments, databases, interfaces or patches), technology, improvements, materials, works of authorship, documentation, programming aids or trade secrets developed, created, designed, invented, authored, or conceived by Peak-Ryzex or any of Peak-Ryzex’s personnel or contractors in respect of any Professional Services or any testing, repairs, fixes, replacements, improvements, enhancements or updates to the Professional Services, shall be that of Peak-Ryzex’s; provided, however, that Customer is hereby granted a non-exclusive, non-transferable license to use the Professional Services solely for its internal business purposes, subject to the restrictions set out in this Agreement. Notwithstanding anything to the contrary herein, it is understood and agreed by the Parties that any of the aforementioned intellectual property rights that may be developed, created, designed, invented, authored, or conceived by Customer and used by Peak-Ryzex in the construction of, or incorporated into, any Professional Services shall be the property of Customer, and Peak-Ryzex shall not have any right to any such intellectual property rights and Peak-Ryzex understands and agrees that it shall not utilize any such ideas, concepts, methods, know-how, or techniques developed, created, designed, invented, authored, or conceived by the Customer when providing services to any other Peak-Ryzex customers. The foregoing restriction, however, shall not restrict Peak-Ryzex from providing services to or developing solutions for another Peak-Ryzex customer with the same or similar functionality as the solutions that are provided to Customer as part of the Professional Services provided to Customer, so long as the preceding restriction is not violated. For the avoidance of doubt, it is understood and agreed that Customer is not obligated to provide Peak-Ryzex with any code, specifications, or information regarding any solutions created solely by Customer or on Customer’s sole behalf, and Peak-Ryzex agrees not to appropriate any such code, specifications, or information without Customer’s knowledge and consent.

6. BILLING AND PAYMENT. Customer shall pay Peak-Ryzex the fees and expenses for the Professional Services upon receipt of Peak-Ryzex’s invoice.

7. WARRANTY. Peak-Ryzex warrants that it will render any Professional Services in a good and workmanlike manner for a period of thirty (30) days from the date the Professional Services are completed or as otherwise agreed in an Order. In the event of any material failure to meet such standard, Customer’s exclusive remedy and Peak-Ryzex’s sole responsibility shall be for Peak-Ryzex to re-perform the Professional Services or, if in Peak-Ryzex’s discretion it is not commercially reasonable to re-perform the Services, provide Customer with a refund of the Professional Service fees paid by Customer. Timely completion of Professional Services and delivery of any deliverable resulting from the Professional Services by Peak-Ryzex is subject to the timely satisfaction by Customer of any Customer obligation or requirement. **TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES PROVIDED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PEAK-RYZEX DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED WITH REGARD TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.**

8. INFRINGEMENT. If the Netsmart Company’s or any End User’s right to sublicense, resell or use any of the Peak-Ryzex Services is enjoined, Supplier will (a) procure for the Netsmart Companies and End Users the right to use, sublicense or resell the Peak-Ryzex Services, (b) replace the Peak-Ryzex Services with a functionally equivalent, non-infringing product; or (c) modify the Peak-Ryzex Services so it becomes non-infringing and functionally equivalent. If (a), (b) or (c) are not commercially reasonable, either party may terminate this Agreement and Supplier will refund all fees paid by Netsmart for the terminated Peak-Ryzex Services.

CELLULAR SERVICES TERMS OF SALE

The sale of cellular services to Netsmart and to Netsmart End-Users is governed by the following terms:

Intelisys/Advantix

"ADVANTIX" or "we," "us," or "our" refers to ADVANTIX Solutions Group, Inc., including any affiliates and/ or partner organizations. "You" or "your" refers to the person or entity that is the customer of record.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING OUR USE OF YOUR LOCATION INFORMATION (SEE SECTION 3.6). THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

This Agreement, including the ADVANTIX Privacy Policy Located at <https://www.Advantixsolutions.com/privacy-policy/>, Customer Service Summary, and terms of service for wireless products, features, applications, and services (including content and other ADVANTIX services included with your wireless service) ("Services") not otherwise described herein that are posted on applicable ADVANTIX websites or devices, and any documents expressly referred to herein or therein, make up the complete agreement between you and ADVANTIX and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement.

1.0 TERM COMMITMENT, CHARGES, BILLING AND PAYMENT

1.1 What Is The Term Of My Service? How Can I Fulfill My Service Commitment? What are My Rights to Cancel Service and Terminate My Agreement?

ADVANTIX wireless Service(s) may be used with a mobile device that contains a SIM that is purchased through and assigned to your account ("Device") by ADVANTIX.

Term of Service.

Your Agreement begins on the day we activate your Service(s) and will operate immediately on a month-to-month basis, subject to the termination notice specified herein.

Your Termination Rights.

You may terminate your Agreement in writing for any reason at any time. However, you agree to pay ADVANTIX for all fees, charges, and other amounts such as incidentals, overages and late-payment fees incurred up to that point. No refunds will be provided such as a pro-rata amount for Services not used in a given billing period. Notwithstanding the foregoing, deposits shall be considered refundable, however, ADVANTIX reserves the right to deduct any amounts you have incurred and owe to ADVANTIX from this amount.

1.2 What are ADVANTIX's Rights to Cancel My Service(s) and Terminate My Agreement?

ADVANTIX may interrupt, suspend or cancel your Services and terminate your Agreement without advance notice for any reason including, but not limited to, the following:

- Any conduct that involves the use of abusive, derogatory, insulting, threatening, vulgar or similarly unreasonable language or behavior directed at any of our employees or representatives whether it be in person, over the phone, or in writing;
- Any abusive use of the network or Services;
- You use your Device/Equipment and/or the Services for an unlawful or fraudulent purpose;
- You use your Device/Equipment and/or the Services in any way that: (a) is harmful to, interferes with, or negatively affects the network, other customers, or the network of any other provider, (b) is harmful to, interferes with, or negatively affects the Services or operations, (c) infringes intellectual property rights of any other party, (d) results in the publication of threatening, offensive or illegal material, or (e) generates spam or other abusive messaging or calling, a security risk, or a violation of privacy;
- You resell the Services either alone or as part of any other good or service;
- You fail to make all required payments when due;
- Your credit has deteriorated and/or we believe that there is a risk of non-payment;
- You refuse to pay any required advance payment or deposit;
- We discover that you are underage;
- You provide inaccurate or misleading credit information; or
- You modify your device from its manufacturer's specifications.

ADVANTIX's rights under this Section 1.2 are in addition to any specific rights that we reserve in other provisions of this Agreement to interrupt, suspend, modify, or cancel your Services and terminate your Agreement.

In addition to your termination rights, ADVANTIX may terminate your Agreement at any time with 30 days-notice.

1.3 Can ADVANTIX Change My Terms And Rates?

From time to time we might make changes to this Agreement. This could include charges, discounts, coverage, technologies, and other Service terms. We commit that we'll provide you with notice either in your monthly statement or separately at least 30 days before we make any materially adverse change. So, for instance, if we increase your rate plan or the price of any of your Services more than what we've previously told you, those would be materially adverse changes. But, not all changes are materially adverse. For example, here is a list of some changes that are not materially adverse: (1) increases to ADVANTIX fees and taxes imposed by the government or primary network operator/ owner and passed on to you; and (2) changes to surcharges and regulatory cost recovery charges that do not exceed the limits set forth in your Agreement. We also want you to know that, if we make a materially adverse change during your Service Commitment (if any), you can cancel impacted Service without paying an early termination fee. But, you do need to notify us of your desire to cancel Service in writing.

1.4 How Will I Receive My Statement? What Charges Am I Responsible For? How Much Time Do I Have To Dispute My Statement?

You will receive an electronic (paperless) statement via email monthly. This will be sent to your official email address on file with ADVANTIX. You are required to keep your email address current and to notify us immediately of any change in your email address.

You are responsible for paying all charges for or resulting from Services provided under this Agreement, including any activation fee, deposit, processing/ convenience fee or other one-time charges that may apply to each line of service. You will receive monthly statements that are due in full.

IF YOU DISPUTE ANY CHARGES ON YOUR STATEMENT, YOU MUST NOTIFY US IN WRITING WITHIN 60 DAYS OF THE DATE OF THE STATEMENT OR YOU'LL HAVE WAIVED YOUR RIGHT TO DISPUTE THE STATEMENT AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE.

Charges include, without limitation, airtime, roaming, recurring monthly service, activation and other one-time charges, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon ADVANTIX.

To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you're required to provide us with your residential or business street address. If you don't provide us with such address, or if it falls outside our licensed Services area, we may reasonably designate a PPU within the licensed Services area for you. You must live and have a mailing address within ADVANTIX's network coverage area.

1.5 How Does ADVANTIX Calculate My Statement?

Usage and monthly fees will be billed as specified in your selected rate plan. If the Equipment you order is shipped to you, your Services may be activated before you take delivery of the Equipment so that you can use it promptly upon receipt. Thus, you may be charged for Services while your Equipment is still in transit. Except as provided below, monthly Services and certain other charges are billed one month in advance, and there is no proration of such charges if Service is terminated on other than the last day of your billing cycle. Notwithstanding the foregoing, usage and certain other charges such as adjustments, credits, pro-rates and late-fees shall be billed to you in arrears. You agree to pay for all services used with your Device.

Note: the following may not be applicable, depending on the Services being subscribed to. For example: a data-only plan will not incur any airtime charges for minutes used. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. ADVANTIX CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN YOUR PLAN, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MORNING TO NOON MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE

DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities.

Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed.

All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

DATA TRANSPORT OR USAGE IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT OR USAGE IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. ADVANTIX CALCULATES A FULL KILOBYTE OF DATA TRANSPORT/USAGE FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT/USAGE USED ON EACH DATA SESSION. TRANSPORT OR USAGE IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. DATA TRANSPORT/USAGE OCCURS WHENEVER YOUR DEVICE IS CONNECTED TO OUR NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, AS DISCUSSED IN MORE DETAIL IN SECTION 6.4.

If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes/ gigabytes or messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of Services from one billing cycle will not carry over to any other billing cycle. We may invoice you in a format as we determine from time to time. Additional charges may apply for additional copies of your statement, or for detailed information about your usage of Services.

Delayed Billing: Billing of usage for calls, messages, data or other Services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from Anytime monthly minutes or other Services allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against your Anytime monthly minutes in the month in which the calls appear on your statement. You also remain responsible for paying your monthly Service fee if your Service is suspended for nonpayment. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

1.6 Are Advance Payments And/ Or Deposits Required?

We may require you to make deposits or advance payments for Services, which we may offset against any unpaid balance on your account. Interest won't be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend Services until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain Services. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

1.7 What if I fail to pay my ADVANTIX Statement when it is due?

You agree that for each statement not paid in full by the due date, ADVANTIX may charge and you will pay a late payment fee of 1.5% of the unpaid portion. Restrictive endorsements are void.

You expressly authorize, and specifically consent to allowing, ADVANTIX and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by ADVANTIX to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to ADVANTIX. You agree and acknowledge that any e-mail address or any other electronic address that you provide to ADVANTIX is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

1.8 Who Can Access My Account and for What Purpose?

You may add an Authorized/Approved User to Your account. Doing so authorizes Us to provide the Authorized/Approved User with information about, and access to, Your account. Authorized/Approved Users include:

- (a) A person authorized by You to act on Your behalf with respect to Your account when the person is in a retail store;
- (b) A person who calls into customer service and provides sufficient account information; and
- (c) A person who registers for secondary access to Your account in ADVANTIX's system, provides sufficient account information, and has access to a device that is billed to Your account.

Authorized/Approved Users can view Your account and payment information, make changes to the plans under Your account, purchase devices including via financing agreements, add new lines of service, and perform other account functions. You are responsible for all changes made or actions taken by Authorized/Approved Users.

By taking these actions as Your agent, Authorized/Approved Users authorize Us to perform a credit check on You, share Your credit information between Us and our Affiliates, and obtain a credit report on You from a consumer reporting agency.

You may remove an Authorized/Approved User at any time by contacting Us. The removal will take effect after we have a reasonable opportunity to process the request. If You remove an Authorized/Approved User, we recommend that You reset your account passcode and online credentials.

You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our Services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information.

1.9 How will ADVANTIX communicate with me about my Service?

As the facilitator of your wireless Service, we will need to communicate with you about your Service on occasion. We and our authorized agents may contact you by: statement message, text message, email, phone call, postal mail, in- app notification, push notification, or by other reasonable means, to advise you about your Service or other matters we believe may be of interest to you. We and our authorized agents may use any one or a combination of these methods of communication to convey important notices (for example, changes to this Agreement, to your Service, legal notices, etc.). You expressly consent on behalf of all the wireless lines on your account to all such methods of communication regarding your Service, whether active or inactive.

Email and text messages to your mobile device are two of the primary methods that we use to contact you. The email address you provide at the time of ordering or Service activation is the email address we will use to communicate with you. You can update your email address by contacting your dedicated ADVANTIX account management team. Notices from us to you are considered immediately delivered when we send them to your email address or by text message to your mobile device.

Statement messages and inserts are another key way we share information with you. If you have online billing, those notices will be deemed received by you when your online statement is available for viewing. If you get a paper statement, those notices will be deemed received by you three days after we mail the statement to you. Please do not overlook the important messages section of your statement.

2.0 HOW DO I RESOLVE DISPUTES WITH ADVANTIX?

2.1 Dispute Resolution By Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling your dedicated account management team. **In the unlikely event that ADVANTIX is unable to resolve a complaint you may have to your satisfaction (or if ADVANTIX has not been able to resolve a dispute it has with you after attempting to do so informally), we each**

agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.**

2.2 Arbitration Agreement

1. ADVANTIX and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
 - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - claims that may arise after the termination of this Agreement.

References to "ADVANTIX," "you," and "us" include our respective subsidiaries, affiliates, partners, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief on your behalf. You agree that, by entering into this Agreement, you and ADVANTIX are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to ADVANTIX should be addressed to: 1202 Richardson Drive, Suite 200, Richardson, Texas 75080 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If ADVANTIX and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or ADVANTIX may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by ADVANTIX or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or ADVANTIX is entitled.
3. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless ADVANTIX and you agree otherwise, any arbitration hearings will take place in the county (or

parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. In all events, the party initiating arbitration will be responsible to pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above.

4. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award, ADVANTIX will:
 - pay you the amount of the award; and
 - pay your attorney, if any, the associated attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

5. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.
6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND ADVANTIX AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and ADVANTIX agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
7. Notwithstanding any provision in this Agreement to the contrary, we agree that if ADVANTIX makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

2.3 Puerto Rico Customers

For Puerto Rico customers, references to "small claims court" in sections 2.1 and 2.2 should be understood to mean the Puerto Rico Telecommunications Regulatory Board.

3.0 TERMS RELATING TO YOUR DEVICE AND CONTENT

3.1 Your Device

Your Device must be compatible with, and not interfere with, the Services and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Some device manufacturers will no longer pre-load certain applications into the device memory. As a result, ADVANTIX may remotely pre-load certain applications to your device at activation and periodically update those applications. You can delete any application that ADVANTIX remotely pre-loads on your device.

You agree that you won't make any modifications to your Equipment or its programming to enable the Equipment to operate on any other system. ADVANTIX may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems.

If you bought a Device from ADVANTIX, it may have been programmed with a SIM lock which will prevent it from operating with other compatible wireless telephone carriers' services. If you wish to use this Device with the service of another wireless telephone carrier, you must enter a numeric Unlock Code to unlock the phone. ADVANTIX will provide the Unlock Code upon request, provided that you meet certain criteria including, but not limited to the following: (a) you have paid for your Device in full; (b) your account has been active for at least sixty days and is in good standing (i.e. it has no past due amount or unpaid balance owed ADVANTIX); (c) you have fulfilled your Service Commitment by expiration of any contractual term, upgrading to a new Device under ADVANTIX's standard or early upgrade policies, or payment of any applicable ETF; (d) your Device has not been reported lost or stolen; and (e) ADVANTIX has the Unlock Code or can reasonably obtain it from the manufacturer. ADVANTIX will unlock a maximum of five phones per account, per year. For further details on eligibility requirements and for assistance on obtaining the Unlock Code for your handset, please call your dedicated account management team.

You are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when traveling internationally with your Device.

3.2 Where and How Does ADVANTIX Service Work?

ADVANTIX does not guarantee availability of the wireless network. Services may be subject to certain Device and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice.

When outside ADVANTIX's coverage area, access will be limited to information and applications previously downloaded to or resident on your device.

Actual network speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use and capacity constraints.

3.3 What Information, Content, And Applications Are Provided By Third Parties?

Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice.

ADVANTIX IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.

Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among ADVANTIX's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider.

Any information you involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by ADVANTIX or any content providers or other third party. Delays or omissions may occur.

Neither ADVANTIX nor its content providers, service providers, partners or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service.

You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither ADVANTIX nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

3.4 How Can I Get Mobile Content?

You understand that Devices can be used to acquire or purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, applications and news alerts from various providers ("Content"). You understand that you are responsible for all authorized charges associated with such Content from any Device assigned to your account, that these

charges may appear on your statement (including charges on behalf of other companies). Any person using any Device assigned to your account to order Content on your account may be deemed to have corresponding authority to consent to the use or disclosure of your account information, including customer proprietary network information (CPNI), to facilitate the processing or provisioning of and/or billing for such Content. CPNI is information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service, and you have the right, and ADVANTIX has the duty under federal law, to protect the confidentiality of CPNI. You have the right to withhold authorization of this disclosure and use of your CPNI without affecting the provision of any service(s) to which you currently subscribe from ADVANTIX.

You are responsible for reviewing your monthly statements to ensure that all charges for Content are accurate.

3.5 Am I Responsible If Someone Makes A Purchase With My Device?

Except as otherwise provided in this Agreement, if your Device is used by others to make Content purchases, you are responsible for all such purchases. If this occurs, you are giving those other users your authority to:

1. make Content purchases from those Devices, and to incur charges for those Content purchases that will appear on your statement;
2. give consent required for that Content, including the consent to use that user's location information to deliver customized information to that user's Device; or
3. make any representation required for that content, including a representation of the user's age, if requested.

3.6 Does ADVANTIX Collect Location-Based Network Performance Information From My Device? Can I Use Location-Based Services With My Device?

ADVANTIX may collect information about the approximate location of your Device in relation to applicable cell towers and the Global Positioning System (GPS). This information, as well as other usage and performance information also obtained from the network and your Device, is used to provide you with wireless voice and data services, and to maintain and improve the network and the quality of your wireless experience. Location information may also be used to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. It is your responsibility to notify users on your account that we may collect and use location information from Devices.

Your Device may also be capable of using optional Content at your request or the request of a user on your account, offered by ADVANTIX or third parties that make use of a Device's location information ("Location-Based Services"). Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected.

3.7 What If My Device Is Lost Or Stolen?

If your wireless Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. You're not liable for charges you did not authorize, but the fact that your Device incurred usage is evidence that the usage was authorized. Once you report to us that the Device is lost or stolen, you will not be responsible for subsequent charges incurred by that Device.

You can report your Device as lost or stolen and suspend Services without a charge by contacting your dedicated account management team. If there are charges on your statement for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may submit documents, statements and other information to show any charges were not authorized. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. We both have a duty to act in good faith in a reasonable and responsible manner including in connection with the loss or theft of your Device. (California Customers see Section 11.1 "California: What if there are Unauthorized Charges Billed to My Device?" below.)

4.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

4.1 What Are The Limitations On Service And Liability?

Unless prohibited by law, the following limitations of liability apply. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion.

Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third-party terms and conditions and may require separate purchase from and/or agreement with the third-party provider. ADVANTIX is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. ADVANTIX is not responsible for loss or disclosure of any sensitive information you transmit. ADVANTIX's wireless services are not equivalent to wireline Internet. ADVANTIX is not responsible for nonproprietary services or their effects on devices.

We may, but do not have the obligation to, refuse to transmit any information through the Services and may screen and delete information prior to delivery of that information to you. There are gaps in service within the Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. ADVANTIX MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS, AND IN NO EVENT SHALL ADVANTIX BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:

- a. act or omission of a third party;
- b. mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services or Software provided by or through us;
- c. damage or injury caused by the use of Services, Software, or Device, including use in a vehicle;
- d. claims against you by third parties;
- e. damage or injury caused by a suspension or termination of Services or Software by ADVANTIX; or
- f. damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.

Unless prohibited by law, ADVANTIX isn't liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, Services, Software, or Devices provided by or through ADVANTIX, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

To the full extent allowed by law, you hereby release, indemnify, and hold ADVANTIX and its officers, directors, employees, partners, affiliates and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by ADVANTIX or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF ADVANTIX, or any violation by you of this Agreement. This obligation shall survive termination of your Service with ADVANTIX. ADVANTIX is not liable to you for changes in operation, equipment, or technology that cause your Device or Software to be rendered obsolete or require modification.

SOME STATES, INCLUDING THE STATE OF KANSAS, DON'T ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

4.3 Who Is Responsible For Security?

ADVANTIX DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by ADVANTIX. If you use your Device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

4.4 How Can I Use the Software?

The software, interfaces, documentation, data, and content provided for your Equipment as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by ADVANTIX (hereinafter "Software") is licensed, not sold, to you by ADVANTIX and/or its licensors/suppliers for use only on your Equipment.

You are not permitted to use the Software in any manner not authorized by this License. You may not (**and** you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by ADVANTIX and/or its licensors/suppliers.

ADVANTIX and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge ADVANTIX's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

4.5 How Can I Use Another Carrier's Network (Off-Net Usage)?

4.5.1 Voice

If your use of minutes (including unlimited Services) on other carrier networks ("off-net voice usage") during any two consecutive months exceed your off-net voice usage allowance, ADVANTIX may, at its option, terminate your Services, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net voice usage.

4.5.2 Data

If you use Data Services on other carriers' wireless networks ("off-net data usage") your data usage may be subject to reduced speeds and additional charges.

4.5.3 Messaging

If you use messaging services (including unlimited Services) on other carrier networks ("off-net messaging usage") during any two consecutive months exceed your off-net messaging usage allowance, ADVANTIX may, at its option, terminate your messaging service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net messaging usage.

4.5.4 Notice

If ADVANTIX determines to suspend or terminate your access, deny your usage of other carrier's coverage, or change your plan to a different plan, ADVANTIX will provide notice and you may terminate this Agreement.

4.6 How Do I Get Service Outside ADVANTIX's Wireless Network (Roaming)?

Services originated or received while outside your plan's included coverage area are subject to roaming charges. Domestic roaming charges for wireless data or voice Services may be charged with some plans when outside ADVANTIX's wireless network. International roaming rates may apply for any voice, messaging or data usage incurred outside your plan's included coverage area. Use of Services when roaming is dependent upon roaming carrier's support of applicable network technology and functionality. Display on your device may not indicate whether you will incur roaming charges. Check with roaming carriers individually for support and coverage details.

4.6.1 International Services

Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit. Rates are subject to change.

4.6.1.2 International Roaming:

Compatible Device required. Your plan may include the capability to make and receive calls and texts and use data while travelling/roaming internationally. ADVANTIX, in its sole discretion, may block your ability to use your Device while roaming internationally until eligibility criteria are met. International roaming rates, which vary by country, apply for all calls placed or received while outside ADVANTIX's published coverage area. All carriers within available countries may not be available on certain plans or packages. Availability, quality of coverage and services while roaming are not guaranteed. When roaming internationally, you will be charged international roaming airtime rates including when incoming calls are routed to voicemail, even if no message is left. Substantial charges may be incurred if the Device is taken out of the ADVANTIX coverage area, even if no services are intentionally used. Billing for international roaming usage may be delayed up to three billing cycles due to reporting between carriers. Taxes are additional.

4.6.1.3 International Data:

International data rates apply to all data usage outside the ADVANTIX coverage area, including accessing cloud-based services to upload/download/stream content. International data roaming may be subject to reduced speeds. Many Devices, including iPhone, transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the ADVANTIX coverage area. ADVANTIX may send "alerts" via SMS or email, to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular statement limit.

4.6.1.4 Cruise Ship Roaming:

Cruise ship roaming rates apply for calls placed or data used while on the ship.

4.6.1.5 International Miscellaneous

Export Restrictions: You are solely responsible for complying with U.S. Export Control laws and regulations, and the import laws and regulations of foreign countries when traveling internationally with your Device.

5.0 WHAT VOICE SERVICES DOES ADVANTIX OFFER?

ADVANTIX currently does not offer voice plans. Voice services can be enabled by downloading an applicable VoIP app from a third-party vendor. Third-party vendor charges may apply for the app purchase and/ or related usage and is your sole responsibility.

6.0 WHAT DATA SERVICES DOES ADVANTIX OFFER?

6.1 What Are The General Terms That Apply To All Data Plans?

ADVANTIX provides wireless data Services, including but not limited to, features that may be used with Data Services and wireless content and applications ("Data Services"). The absolute capacity of the wireless data network is limited; consequently, Data Services may only be used for permitted activities. Pricing and data allowances for Data Services are device dependent and based on the capabilities and capacity of each Device.

For Data Services with a monthly megabyte (MB) or gigabyte (GB) data allowance, once you exceed your monthly data allowance you will be automatically charged for overage as specified in the applicable rate plan. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods.

ADVANTIX data plans may be specific to a certain device-type, depending on the Service and Device combination being subscribed to. In most cases, a data plan designated for one type of device may not be used with another type of device. For example, a data plan designated for use with a basic phone or a Smartphone may not be used with a LaptopConnect card, tablet, or stand-alone Mobile Hotspot device, by SIM card transfer, or any other means.

ADVANTIX RESERVES THE RIGHT TO TERMINATE YOUR DATA SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS CUSTOMER AGREEMENT.

6.2 What Are The Intended Uses Of ADVANTIX's Wireless Data Service?

ADVANTIX's wireless data network is a shared resource, which ADVANTIX manages for the benefit of all of its customers so that they can enjoy a consistent, high-quality mobile broadband experience and a broad range of mobile Internet services, applications and content. However, certain activities and uses of the network by an individual customer or small group of customers can negatively impact the use and enjoyment of the network by others. Therefore, certain activities and uses of ADVANTIX's wireless data service are permitted and others are prohibited. The terms and conditions of your use of ADVANTIX's wireless data service are set forth below.

Permitted Activities. ADVANTIX's wireless data services are intended to be used for the following permitted activities: (i) web browsing; (ii) email; and (iii) intranet access if permitted by your rate plan (for example, access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (d) uploading and downloading applications and content to and from the Internet or third-party application stores, and (e) using applications and content without excessively contributing to network congestion.

You agree to use ADVANTIX's wireless data services only for these permitted activities.

Prohibited Activities: ADVANTIX's wireless data services are not intended to be used in any manner which has any of the following effects and such use is prohibited if it: (a) conflicts with applicable law, (b) hinders other customers' access to the wireless network, (c) compromises network security or capacity, (d) excessively and disproportionately contributes to network congestion, (e) adversely impacts network service levels or legitimate data flows, (f) degrades network performance, (g) causes harm to the network or other customers, (h) is resold either alone or as part of any other good or service, (i) tethers a wireless device to a computing device (such as a computer, Smartphone, eBook or eReader, media player, laptop, or other devices with similar functions) through use of connection kits, applications, devices or accessories (using wired or wireless technology) and you have not subscribed to a specific data plan designed for this purpose, or (j) there is a specific data plan required for a particular use and you have not subscribed to that plan.

The following specific uses of ADVANTIX's wireless data service are prohibited:

- ADVANTIX's wireless data services may not be used in any manner that defeats, obstructs or penetrates, or attempts to defeat, obstruct or penetrate the security measures of ADVANTIX's wireless network or systems, or another entity's network or systems; that accesses, or attempts to access without authority, the accounts of others; or that adversely affects the ability of other people or systems to use either ADVANTIX's wireless services or other parties' Internet-based resources.

- For example, this includes, but is not limited to, malicious software or "malware" that is designed, intentionally or unintentionally, to infiltrate a network or computer system such as spyware, worms, Trojan horses, rootkits, and/or crimeware; "denial of service" attacks against a network host or individual user; and "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk e-mail).
-
- ADVANTIX's wireless data services may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance by maintaining a sustained and continuous wireless data service connection or active wireless Internet connection. For example, this includes, but is not limited to, server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; "auto-responders," "cancel-bots," or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active Internet connections when a connection would otherwise be idle or any "keep alive" functions, unless they adhere to ADVANTIX data retry requirements (as may be modified from time to time).
- ADVANTIX's wireless data services also may not be used with high bandwidth applications, services and content that are not optimized to work with ADVANTIX's wireless data services and, therefore disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices, web broadcasting, and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices, unless they meet ADVANTIX's wireless data services optimization requirements.

You agree not to use ADVANTIX's wireless data services for any of these prohibited activities.

ADVANTIX's Rights to Ensure Compliance. You agree that ADVANTIX has the right to take any and all actions necessary to enforce this Section 6.2 if you use ADVANTIX's wireless data services in any manner that is prohibited, including, but not limited to, the following actions:

- ADVANTIX may modify, without advance notice, the permitted and prohibited activities, and the optimization requirements for your wireless data services;
- ADVANTIX may engage in any reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to the availability of wireless bandwidth and spectrum;
- ADVANTIX may reduce your data throughput speeds at any time or place if your data usage exceeds an applicable, identified usage threshold during any billing cycle. ADVANTIX will provide you with advance notice of the usage threshold applicable to your data plan, or any changes to the applicable usage threshold either by a statement insert, email, text message or other appropriate means;
- ADVANTIX may use reasonable methods to monitor and collect customer usage information to better optimize the operation of the network;

- If you are an ADVANTIX unlimited data plan customer, ADVANTIX may migrate you from the unlimited data plan to a tiered data plan and invoice you the appropriate monthly fees in our sole discretion if we believe that the Service is being used for connecting an Internet of Things (“IoT”) device. We will provide you with notice of this change at least one billing cycle in advance either by a statement insert, email, text message, or other appropriate means;
- ADVANTIX may interrupt, suspend, cancel or terminate your wireless data services without advance notice.
-

Unlimited Data Customers. If you are an ADVANTIX unlimited data plan customer, you agree that "unlimited" means you pay a fixed monthly charge for wireless data service regardless of how much data you use. You further agree that "unlimited" does not mean that you can use ADVANTIX's wireless data service in any way that you choose or for any prohibited activities, and that if you use your unlimited data plan in any manner that is prohibited, ADVANTIX can limit, restrict, suspend or terminate your data service or switch you to a tiered data plan.

- 6.3** All unlimited data plans are subject to restrictions regarding applications that can be utilized while subscribing to the unlimited data plan. For a full listing of these applications, please see restricted use applications at <https://www.advantixsolutions.com/restricted-use-applications/.What Are The Data Plan Requirements?>

An eligible tiered pricing data plan may be required for certain Devices. Eligible tiered pricing data plans cover data usage in the ADVANTIX coverage area and do not cover data usage and charges outside of this area. If it is determined that you are using a designated Smartphone without an eligible tiered data plan, ADVANTIX reserves the right to switch you to the required plan or plans and invoice you the appropriate monthly fees. In the case of the tiered data plan, you will be placed on the data plan which provides you with the greatest monthly data usage allowance. If you determine that you do not require that much data usage in a month, you may request a lower data tier at a lower monthly recurring fee.

6.4 How Does ADVANTIX Calculate My Data Usage/Billing?

DATA TRANSPORT/USAGE OCCURS WHENEVER YOUR DEVICE IS CONNECTED TO THE NETWORK AND IS ENGAGED IN ANY DATA TRANSMISSION, INCLUDING BUT NOT LIMITED TO: (i) SENDING OR RECEIVING EMAIL, DOCUMENTS, OR OTHER CONTENT, (ii) ACCESSING WEBSITES, OR (iii) DOWNLOADING AND USING APPLICATIONS. SOME APPLICATIONS, CONTENT, PROGRAMS, AND SOFTWARE THAT YOU DOWNLOAD OR THAT COMES PRE-LOADED ON YOUR DEVICE AUTOMATICALLY AND REGULARLY SEND AND RECEIVE DATA TRANSMISSIONS IN ORDER TO FUNCTION PROPERLY, WITHOUT YOU AFFIRMATIVELY INITIATING THE REQUEST AND WITHOUT YOUR KNOWLEDGE. FOR EXAMPLE, APPLICATIONS THAT PROVIDE REAL- TIME INFORMATION AND LOCATION-BASED APPLICATIONS CONNECT TO THE NETWORK, AND SEND AND RECEIVE UPDATED INFORMATION SO THAT IT IS AVAILABLE TO YOU WHEN YOU WANT TO ACCESS IT. IN ADDITION, ANY ADVERTISEMENTS OR ADVERTISER-RELATED MESSAGES OR DATA DELIVERED TO YOUR DEVICE, EVEN IF DELIVERED TO AN APPLICATION, AS WELL AS ANY MESSAGES OR CONTENT THAT INITIATE IN RESPONSE TO AN ADVERTISEMENT, WILL COUNT TOWARD YOUR DATA USAGE. YOU WILL BE BILLED FOR ALL DATA TRANSPORT AND USAGE WHEN YOUR DEVICE IS CONNECTED TO OUR

NETWORK, INCLUDING THAT WHICH YOU AFFIRMATIVELY INITIATE OR THAT WHICH RUNS AUTOMATICALLY IN THE BACKGROUND WITHOUT YOUR KNOWLEDGE, AND WHETHER SUCCESSFUL OR NOT. A DATA SESSION INITIATED ON THE ADVANTIX NETWORK WILL CONTINUE ITS CONNECTION OVER THE ADVANTIX NETWORK UNTIL THE DATA TRANSMISSION IS CONCLUDED, EVEN WHEN YOU CONNECT TO A WI-FI NETWORK DURING THE TRANSMISSION.

Unless designated otherwise, prices and included use apply to access and use on ADVANTIX's wireless network and the wireless networks of other companies with which ADVANTIX has a contractual relationship within the ADVANTIX coverage area.

Usage on networks outside the ADVANTIX coverage area may be limited as provided in your data plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber. Mobile Broadband and 4G access requires a compatible device.

Data Service charges paid in advance for monthly or annual Data Services are nonrefundable. Some Data Services may require an additional monthly subscription fee and/or be subject to additional charges and restrictions. Prices do not include taxes, directory assistance, roaming, universal services fees or other surcharges.

In order to assess your usage during an applicable billing period, you may obtain approximate usage information by contacting your dedicated account management team.

6.5 Text Messaging And Picture/Video Messaging

ADVANTIX currently does not support text messaging services and is a data-only wireless solution. All text- messaging must be facilitated using the wireless data connection and includes, but is not limited to the following applications: iMessage, WhatsApp, Signal, etc.

6.6 Mobile Email

Requires e-mail account with compatible internet service provider and a downloaded or preloaded e-mail application for the wireless device. Access and use of Mobile Email is billed by total volume of data sent and received (in kilobytes) in accordance with your data plan. E-mail attachments sometimes cannot be sent, downloaded, read, or forwarded on the mobile device. In some instances, you must view attachments from your PC. Upgrades to the application may be required in order to continue to use the Service. Wireless data usage charges will apply for downloading the application and any upgrades.

7.0 ARE THERE OTHER TERMS AND CONDITIONS THAT APPLY TO FEATURES AND APPLICATIONS?

Terms and conditions for certain features and applications are provided on the Device at the time of feature/application activation or first use. Certain features/applications will not be available in all areas at all times.

8.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?

8.1 Intellectual Property

You must respect the intellectual property rights of ADVANTIX, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by ADVANTIX or accessed through ADVANTIX's websites/ software. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non- commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner.

©2019 ADVANTIX Intellectual Property. All rights reserved. ADVANTIX, ADVANTIX logo and all other marks contained herein are trademarks of ADVANTIX Intellectual Property and/or ADVANTIX affiliated companies.

8.2 Severability

If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

8.3 Assignment; Governing Law; English Language

8.3.1 Assignment

ADVANTIX may assign this Agreement, but you may not assign this Agreement without our prior written consent.

8.3.2 Governing Law

The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law.

8.3.3 English Language

The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

8.4 Trial Services

Trial Services are subject to the terms and conditions of this Agreement; may have limited availability; and may be withdrawn at any time.

9.0 WHAT TERMS APPLY ONLY TO SPECIFIC STATES?

9.1 California: What If There Are Unauthorized Charges Billed To My Device?

You are not liable for charges you did not authorize. If you report to us that the Device is lost or stolen and your Device is suspended, you will not be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend Services without a charge by contacting your dedicated account management team.

If you notify us of any charges on your statement you claim are unauthorized, we will investigate. If there are charges on your statement for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may submit documents, statements and other information to show any charges were not authorized. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the Texas Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including but not limited to, your monthly fee. We both have a duty to act in good faith and in a reasonable and responsible manner including in connection with the loss or theft of your Device.

9.2 Connecticut: Questions About Your Service

If you have any questions or concerns about your Service, please call your dedicated account management team. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Public Utilities Regulatory Authority (PURA). Online: ct.gov/pura; Phone: 1-800-382-4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

9.3 Puerto Rico

If you are a Puerto Rico customer and we cannot resolve your issue, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave Roberto H. Todd, (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtp.r.gobierno.pr, in addition to having available arbitration, as provided in Section 2.0.

Sprint Terms

TERM. This Agreement begins on the Effective Date and the terms and conditions set forth in this Custom Service Agreement and the Standard Terms and Conditions (as defined below) will remain in effect for as long as Sprint provides Products and Services to Customer ("Term"). The terms and conditions set forth in an attachment to this Custom Service Agreement will remain in effect for as long as Sprint provides the applicable Products and Services described in the attachment; provided that the pricing and discounts set forth in an attachment may be subject to an expiration date as stated in the attachment.

ADDITIONAL PROVISIONS.

Standard Terms and Conditions. Sprint's Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions"), as posted at www.sprint.com/business/support/ratesWelcome.html and as amended from time to time, are incorporated into this Agreement and apply to all Sprint Products and Services acquired or used under this Agreement. Capitalized terms not defined in this Custom Service Agreement are defined in the Standard Terms and Conditions, an attachment, or a document incorporated by reference.

ATTACHMENTS. The following attachments are incorporated into this Agreement:

[ATTACHMENT A MACHINE-TO-MACHINE SERVICES PRICING & POLICIES](#)

ATTACHMENT A MACHINE-TO-MACHINE SERVICES PRICING & POLICIES

1. **TERM.** Sprint will continue to provide M2M Products and Services to Customer until either party provides 30 days’ advance written notice to terminate M2M Services. **SPRINT DATA RATE PLANS FOR M2M SERVICES.** Customer may select from the Sprint data Business Plans listed in this Attachment or other Sprint Business Plans or promotions that Sprint may offer on a limited time basis.

Sprint Data Rate Plans for BYOD or Third Party M2M Services.

Sprint Data Rate Plans for Third Party M2M Services.		
Data Allowance (in Megabytes (“MBs”) and Gigabytes (“GBs”))	1 GB Throttled	3 GB Throttled
MRC	\$12.00¹	\$15.00¹
Throttling Level	256 KBS	256 KBS
Data Roaming	Blocked	Blocked
Overcharge for data above roaming limitation	N/A	N/A
Device Eligibility	Customer-Provided BYOD or Full SRP at Point of Sale	Customer-Provided BYOD or Full SRP at Point of Sale
Device Availability	BYOD or Full SRP Tablet at point of Sale	BYOD or Full SRP Tablet at point of Sale
Data Pooling	None	None

¹ Customer’s Service Pricing Discount is not applicable.

² Price plan is only applicable for the device above, and other comparable devices to be agreed upon by both parties.

³ Customer will be charged an additional MRC of up to \$25 for any rate plan utilizing a device procurement method that is incompatible with the Device Eligibility row in the table above

Additional charges apply for messaging service on compatible devices.

Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

Neither Static IP nor Data Link is permitted with this rate plan.

Third party, non-Sprint branded M2M Devices that have been approved by Sprint for use on the Sprint M2M Networks (“Third Party M2M Devices”) may be activated on any of the Sprint M2M Plans set forth in the table above. In addition, Sprint-branded devices purchased from Sprint for use with M2M Services (“Sprint M2M Devices”) may be available for use with the Sprint M2M Plans. Sprint reserves the right to limit the Sprint M2M Devices that can be used with the Sprint M2M Plans.

If Customer’s data usage in a given month exceeds the Sprint M2M Plan’s data allowance or data Roaming allowance, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer’s usage in a given month exceeds both the Sprint M2M Plan’s data allowance and data Roaming allowance.

Data usage on the Sprint M2M Plans is throttled and cannot be pooled. Data Roaming is blocked..

The data usage limitations and restrictions set forth in the Wireless Services Product Annex will apply to the Sprint M2M Plans, and the Sprint M2M Plans are not eligible for any discounts.

Minimum Service Term Requirement

Minimum Service Term Generally. Wireless Services may require a device or Business Plan to remain active for a minimum period of time (“Minimum Service Term”). The Minimum Service Term begins on the M2M Device purchase date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. The applicable Minimum Service Term(s), if any, are available at Customer’s My Sprint Business account or by contacting Customer’s Sprint Account Representative. Service terminations before the end of the applicable Minimum Service Term, including due to the termination of this Attachment (unless the termination is due to Sprint’s material failure), may be subject to an early termination fee (“ETF”) or a deactivation fee. Unless otherwise noted in this Attachment or the terms of the applicable Business Plan. ETFs and deactivation fees will not apply under the Agreement if Customer complies with Sprint’s return policy.

M2M Devices Purchased from Third Parties. Third Party M2M Devices purchased from third parties are subject to a deactivation fee of up to \$50 per terminated device, in addition to any other Service charges that apply to the terminated device.

Pre-Existing Units. M2M Devices activated under an agreement that was superseded by the Agreement will remain subject to the ETF or deactivation fee, as applicable, set forth in the superseded agreement until expiration of the original Minimum Service Term.

Encore.

General. Encore is a web-based centralized management application providing near real-time visibility into the status and usage of certain wireless devices on the Sprint Networks and the Sprint 4G Network.

Charges.

Customer may utilize Encore at no charge provided that Customer maintains a minimum of 1,500 Corporate-Liable Active Units in an active bill status.

Sprint reserves the right to discontinue provision of the Encore Service with no liability to Sprint if Customer fails to maintain at least 1,500 Corporate-Liable Active Units in an active bill status.

Features.

Billing features include: summary bill cycle usage data, voice or data overage data, billing information, and plan feature information. This information can be presented via dashboards at both summary and individual line levels.

Device management features include: suspend/enable, cancel, activate, plan change, feature change, and device swap. Customer’s invoice will not be prorated as a result of using these device management features.

Search features include device tagging which allows flexibility in creating device organizational structures and groupings. Additionally, Customer may utilize multi-layered filtering using multiple search criteria to obtain groupings of devices meeting these criteria.

Additional Notes

Usage of Encore is for Customer’s convenience only and will, in no event, whether due to a failure of the Service or otherwise, relieve Customer of Customer’s obligation to pay for the usage of Sprint Services including any overages that may be incurred.

Customer must work with its Sprint account representative to setup the Encore platform.

Encore capabilities may change at Sprint’s sole discretion.

ADDITIONAL TERMS

Product Annexes. Customer must comply with the Wireless Services Product Annex and the Machine-to-Machine Services Product Annex. Each annex is posted in the “Product-specific Terms” section of the Rates and Conditions Website and is incorporated, if applicable, into the Agreement. Capitalized terms not otherwise defined in this Attachment will have the meaning assigned to such terms in the Wireless Services Product Annex, the Sprint Machine-to-Machine Services Product Annex, or the Agreement.