

Terms and Conditions of Data Plan Services

1. Applicability. These Terms and Conditions of Data Plan Services (the “Terms”) apply to and govern all sales of rights of access to and use of data plans on the Verizon Wireless (“Verizon”) network (the “Plan Services”) offered by Contemporary Control Systems, Inc. (“CCSI”) to customers placing orders for Plan Services that are accepted by CCSI as provided in these Terms. (“Customer”). CCSI and Customer are each a “Party” and are referred to collectively as the “Parties” in these Terms.

2. Orders. Customers may order Plan Services by issuing purchase orders in conformity with quotations issued by CCSI or by executing the quotations issued by CCSI (“Orders”). Orders will be binding upon CCSI only if accepted by CCSI, which may be communicated through written confirmation or by provisioning of Plan Services. The agreement between the Parties for any Order, solely as it relates to the Plan Services (the “Agreement”), consists of: (i) these Terms; (ii) the data plan access prices, quantities, and payment terms incorporated in the Order; and (iii) any modifications or additions to these Terms accepted in writing by an officer of CCSI. No provision of any Customer purchase order will be binding upon CCSI unless expressly accepted by CCSI in that manner.

3. Permitted Use of Plans. Customer may use the Plan Services solely in connection with the operation of device(s) sold by CCSI to Customer (identified in the Order) and applied to machine-to-machine (“M2M”) communication systems with such devices (“Supported Devices”) installed within the Verizon service area (“Permitted Use”). Supported Devices on mobile data plans may use the roaming services of Verizon’s roaming partners but may not be permanently located in roaming areas. Customer may not use the Plan Services for remote medical monitoring applications. Customer may only use the Plan Services and Supported Devices for lawful purposes and will not send or enable any SPAM, viruses, worms, trap doors, back doors or timers.

4. Provisioning and Support Services. Upon its acceptance of an Order, CCSI take steps required to provision the Plan Services and will notify Customer when Plan Service is available and provide direction to Customer in establishing access. CCSI will provide support for Customer use of the Plan Services including technical support services and billing services (“Support Services”). The manner of delivery of Support Service may be adjusted by CCSI from time-to-time. CCSI may utilize third parties to provide some or all of the Support Services to Customer.

5. Service Level and Dependencies. CCSI shall provide Plan Services and Support Services applying its diligent, commercially reasonable efforts. CCSI is authorized to provide Plan Services by Verizon, but Plan Services remain dependent upon Verizon continuing to provide and support its network and that authorization. Customer acknowledges that Plan Service is subject to interruption due to interruption of the Verizon network and is available only within the applicable plan coverage areas, within operating range of wireless systems and with Equipment authorized by Verizon to operate on its network. Further, the performance of each Party under this Agreement will be excused only for the duration of any condition or event outside of its reasonable control making performance commercially impractical such as disruptions due to natural disasters, acts of war, riots, strikes or supply chain shortages or delays.

6. Disclaimer of Warranties: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CCSI HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PLAN SERVICES WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- a. CCSI makes NO representations, warranties, covenants or guarantees relating to:
 - i. network transmission capacity;
 - ii. whether data will be transmitted in an uncorrupted form;
 - iii. the security of any transaction, communication, facility or service;
 - iv. the fault tolerance of the Services or the suitability of same for high risk activities;

- v. the compatibility of the Services or the facilities (including SIMs/Devices and associated firmware and software) with Company's use, including Company's content, data, programs or transmissions; or
- vi. any warranty relating to Devices shall be that of the manufacturer or supplier of such items to Company and/or Subscriber.

- b. Coverage locator maps depict predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service.

7. Limitations of Damages and Remedies. THE LIABILITY OF CCSI FOR ANY CLAIMS, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR OTHERWISE, ARISING FROM OR RELATING TO THE AGREEMENT OR THE PLAN SERVICES ARE LIMITED TO DIRECT DAMAGES INCURRED BY CUSTOMER NOT EXCEEDING THE PURCHASE PRICE PAID FOR THE PLAN SERVICES INVOLVED IN SUCH CLAIM. IN NO EVENT WILL CCSI BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND THE PRICES OF THE PLAN SERVICES ARE SET AS A CONSIDERATION FOR THESE LIMITS. IN ADDITION TO THE PRECEDING LIMITS, CCSI FULLY DISCLAIMS ANY LIABILITY OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE USE OF THE PLAN SERVICES IN APPLICATIONS WHERE DISRUPTION OR FAILURE OF THE PLAN SERVICES COULD RESULT IN LOSS OF LIFE, INCLUDING, BUT NOT LIMITED TO MEDICAL DEVICES, LIFE SAFETY APPLICATIONS, 911 OR E911, CONTROLS IN NUCLEAR FACILITIES, AND AIR TRAFFIC CONTROL APPLICATIONS; THE PLAN SERVICES ARE NOT INTENDED FOR USE IN SUCH APPLICATIONS.

8. Exclusion of Liability for Plan Services. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that customer is not a third-party beneficiary of any agreement between CCSI and the underlying carrier. Customer understands and agrees that plan services are subject to and controlled by tariffs, and the laws, rules and regulations of the United States and other governmental authorities which may have jurisdiction. Customer understands that the plan services may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain or other natural or artificial conditions or due to modifications, upgrades, relocation and repairs of transmission network. Neither CCSI or the network service provider shall be responsible for such interruptions not the inability to use the plan services within or outside any territory. The network provider cannot guarantee the security or network transmissions and will not be liable for any lack of security related to the use of the provider network. Customer acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable or other liability of any kind to customer and customer hereby waives any and all claims or demands therefore.

9. Compliance. Each Party confirms and agrees to maintain compliance with all laws and regulations applicable to it in any way related to the Services. Customer agrees to supply to CCSI such information regarding the usage of the Plan Services by Customer as Verizon may legally require of CCSI.

10. Authorized Disclosures. CCSI disclosures to Verizon and government authorities of information related to use of the Plan Services by Customer as legally required of CCSI are hereby authorized by Customer.

11. Term and Termination:

a. *Term.* The Term of this Agreement commences the date CCSI accepts the initial Order (the "Acceptance Date") and continues for so long as any Order remains outstanding, unless sooner terminated as provided in this Section. The term of each Order shall be as set forth in that accepted Order.

b. *Termination.* The Agreement may be terminated:

- i. Upon written notice from the non-breaching Party to the other Party if that other Party materially breaches the terms of the Agreement or any Order and has failed to cure such breach in all material respects within twenty (20) days after receipt of written notice from the non-breaching Party identifying that default; such right of termination is optional and an addition to any other rights not inconsistent with termination;
- ii. By a Party immediately upon written notice to the other Party, in following events (i) the other Party becomes or applies for insolvency, bankruptcy, reorganization or liquidation, (ii) a receiver is appointed for its business or assets or applied for by the other party, (iii) a third party files, or has filed an action under (i) or (ii) above against the other Party, (iv) an order for relief under the applicable bankruptcy or insolvency law has been issued or applied for by other Party.

c. *Effect of Termination.* Termination of this Agreement shall terminate the obligations of the Parties under any Orders outstanding as of the termination date. Upon termination of the Agreement, Customer shall cease using the Plan Services and each Party shall cease using the confidential information of the other Party except as required to enforce its rights under this Agreement. Upon termination of this Agreement for any reason Customer shall pay CCSI for Plan Services provided, equitably prorating the charges for any period of time in which the termination date occurs. CCSI shall not be obligated to provide Plan Services or perform any Support Services following termination.

12. Intellectual Property. Except as expressly provided in these Terms or other provisions of the Agreement, the sale of Plan Services does not constitute a grant of any license in or other right to use any patent, copyright, trademark or other proprietary right ("IP") of CCSI or its suppliers. All rights associated with the IP are expressly reserved by CCSI. Customer shall not remove or alter any trademark, copyright notice or other designation of IP interest contain in or on the documentation or other material supplied by CCSI to Customer.

13. Indemnities. Customer hereby indemnifies and agrees to hold CCSI, its shareholders, employees, officers, directors, agents, affiliates and suppliers harmless from any claims and resulting costs, expenses, loss of damage related to the use of the Plan Services in any manner inconsistent with the Agreement or an Order or resulting from any failure of Customer to comply with applicable laws, regulations or industry standards applicable to their use of the Plan Services.

14. Resolution of Disputes; Controlling Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the courts of the State of Illinois in each case located in the Village of Wheaton, DuPage County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Any claim in any form based on any cause of action or legal theory must be brought within one (1) year after the date the cause of action underlying that Claim first accrued.

15. General.

a. The Agreement constitutes the entire agreement between the Parties hereto with respect to the Planned Services in the Order and supersedes any and all prior agreements, discussions, negotiations, arrangements, or understandings, whether written, oral or implied, with respect to the subject matter of the Agreement.

b. CCSI will not be responsible or liable to Customer, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Customer equipment, loss and destruction of property or any other circumstances or causes beyond CCSI's reasonable control.

c. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Customer's prior written consent, which consent CCSI may give or withhold in its sole discretion.

d. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

e. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

f. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

g. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.