

Terms and Conditions

These Terms and Conditions (“**Terms and Conditions**”) form part of a binding contract between SageNet LLC, having a place of business located at 10205 E. 61st Street, Tulsa, OK 74133 (“**SageNet**”) and the party accepting use of SageNet’s products and services (“**Customer**”) in conjunction with a duly executed, and supporting SageNet Statement of Work (“**SOW**”) or Purchase Order (“**Purchase Order**”) and together with the SOW, an “**Order**” or “**Orders**”). SageNet and Customer may be referred to herein as a “**Party**” and collectively as the “**Parties**”. These Terms and Conditions, the applicable Order, and the other documents identified and incorporated by reference herein are collectively referred to as the “**Agreement**.” These Terms and Conditions may be modified from time to time by SageNet in its sole discretion, with any such modifications taking effect when the revised Terms and Conditions are posted to www.SageNet.com/termsandconditions. If Customer is party to a Master Services Agreement with SageNet, then these Terms and Conditions will be of no force or effect.

ARTICLE 1 - DEFINITIONS

1.1 Meaning of Terms. Terms shall have their normal or common meaning, except as otherwise defined in these Terms and Conditions. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

(a) Affiliate: An entity that Controls, is Controlled by, or is under common Control with a Party. “**Control**” means the ability to direct, directly or indirectly, the policies, management, and operations of an entity.

(b) Customer Equipment: Any hardware other than Equipment and Third Party Equipment.

(c) End User: Any customer, franchisee, member, or third party to whom Customer may provide or allow access to the Services, Software or Equipment, as and to the extent authorized by SageNet.

(d) Equipment: Any hardware sold, leased, or rented to Customer by SageNet under this Agreement, inclusive of Third Party Equipment.

(e) Order: Either of a duly executed Statement of Work or Purchase Order.

(f) Purchase Order: A document provided pursuant to these Terms and Conditions or a SOW by Customer or SageNet pursuant to which Customer agrees to purchase a Service.

(g) Regulatory Activity: Application, enforcement, or interpretation of existing, new, or revised regulations; actions taken by federal, state, local or foreign regulatory authorities; or judicial acts or decisions.

(h) Regulatory Charges: Charges, both retroactive and prospective, that SageNet is required or permitted to collect from Customer in connection with Regulatory Activity.

(i) Services: SageNet-provided services described in a Statement of Work, including, but not limited to, any services resold by SageNet.

(j) Software: Any computer program, including any modifications, updates, or additions (but only to the extent that SageNet has agreed to provide such modifications, updates, or additions) provided by SageNet, which may be included in or with any hardware as object code or in executable form in any medium, and related materials such as diagrams, manuals, and firmware used with such hardware.

(k) Statement of Work (“SOW”): A written contract executed by authorized representatives of the Parties that includes, but is not limited to, the pricing, the quantity, and a description of the Services to be provided by SageNet to Customer.

(l) Taxes and Fees: This includes amounts permitted by federal, state, local, or foreign taxing or regulatory authorities to be collected in connection with the Services, Software, or Equipment. Amounts include, but are not limited to, personal property, tariffs, sales, use, receipts, telecommunications, excise, utility, foreign withholding, value added, customs, Universal Service, or any other similar regulatory or transaction-based taxes, fees, or surcharges, however designated. Taxes do not include any tax based on SageNet’s net income, net worth, capital structure, or payroll.

(m) Third Party Equipment: Any equipment provided by a third-party provider in connection with SageNet’s provision of the Services.

ARTICLE 2 – SERVICE; OBLIGATIONS & ACCESS

2.1 Services. SageNet will provide and Customer will receive Services pursuant to the terms of this Agreement. The Services may include ongoing, monthly recurring charges (“**MRC**”) and/or one-time, non-recurring charges (“**NRC**”).

2.2 Availability of Facilities; Access; Letter of Authorization; Special Construction

(a) Services are offered and provided on a non-common carrier, private carriage basis and are subject to the availability of all necessary facilities including those acquired by SageNet from or through third parties, including from other telecommunications providers. Customer acknowledges that SageNet has no control over the service options made available by such third parties, and SageNet shall not be responsible for lack of availability or changes to any third party provided services.

(b) Except as expressly provided otherwise in these Terms and Conditions, SageNet may, following the provision of reasonable notice to Customer: (1) alter the methods, processes or suppliers by or through which it provides Services, Software or Equipment; (2) discontinue providing a feature or supporting an application associated with Services, Software, or Equipment; (3) change the facilities used to provide Services, Software, or Equipment; or (4) substitute comparable Services, Software, or Equipment for those being furnished to Customer.

(c) Customer will provide SageNet and its agents and contractors with reasonable access to Customer and End User premises to provision, install, inspect, maintain, repair, and retrieve Services, Software, and Equipment located on Customer or End User premises. If access rights are not held by Customer, Customer will acquire them so that SageNet and its agents and contractors timely can perform their responsibilities.

(d) Upon request, Customer shall issue a Letter of Authorization (“LOA”), Right of Entry (“ROE”), or similar agreement appointing SageNet as its limited agent for the purpose of ordering, adding, maintaining, making changes to, and disconnecting the Services. Customer agrees that SageNet and its agents may deal directly with Customer's local telephone company or other third party telecommunications provider(s) on matters related to the Services, including accessing Customer's customer service record and customer network information. Customer is responsible for all construction (“**Special Construction**”) charges and fees levied by SageNet or any third-party providers in connection with the Services; provided, however, SageNet shall not authorize Special Construction without Customer's prior consent. An out-of-scope (“OOS”) administrative fee shall be charged to Customer for each location where SageNet is required to facilitate or manage the foregoing process. Customer agrees to pay such invoiced charges and fees without further notice and in accordance with Article 3.1.

2.3 Record of Ownership; Resale Restrictions. Unless resale is authorized in advance by SageNet, or Customer is bundling the Services with its own services, Customer is prohibited from reselling the Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, CUSTOMER IS SAGENET'S CUSTOMER OF RECORD AND CUSTOMER IS SOLELY RESPONSIBLE FOR THE COLLECTION OF ANY AND ALL PAYMENTS DUE FROM CUSTOMER'S END USERS. CUSTOMER'S INABILITY OR FAILURE TO COLLECT ANY PAYMENTS, FEES, TAXES OR CHARGES DUE FROM ITS END USERS SHALL NOT IN ANY WAY IMPAIR ITS PAYMENT OBLIGATIONS TO SAGENET.

With respect to any Plain Old Telephone Services (“POTS”) charges, SageNet may act solely as a payer-agent for bill payment purposes on Customer's behalf. With respect to any POTS, Customer remains liable as the official customer-of-record to the third-party service provider for all third-party services and associated fees, charges and other liabilities. Customer will receive a separate invoice for any POTS charges. POTS-related charges will be shown as a separate line item on an invoice.

2.4 Labels. Customer may not remove or conceal any identifying plates, tags, trademarks, or labels affixed to any Equipment, Software, or materials provided by SageNet (or its suppliers) to Customer, without SageNet's prior written consent. Customer shall not allow any Equipment, Software, or materials provided by SageNet (or its suppliers) to contain or display any non-SageNet (or SageNet supplier) logos, brands, or symbols on any visible area of the Equipment, Software, or materials, without SageNet's prior written consent. Customer shall incorporate in the

terms and conditions it provides to its customers, End Users, agents, and resellers similar requirements as set forth in this Article 2.4 in favor of SageNet or SageNet's suppliers.

2.5 Acceptable Use. Customer agrees that its use of the Services will comply with SageNet's Acceptable Use Policy as the same may be updated from time to time, which is hereby incorporated in its entirety into these Terms and Conditions and is available online at <http://www.sagenet.com/Terms-of-Use> or upon Customer's request. Customer further agrees to comply with any third party service provider's end user license agreement, acceptable use policy or similar end-user policy required in connection with the Services provided.

ARTICLE 3 – BILLING; PAYMENT

3.1 Billing and Payment Obligation. SageNet issues invoices for MRC pro-rata to Customer one (1) full calendar month in advance of the invoiced month's Services. For all undisputed invoices, Customer must pay all MRC without deduction or setoff within thirty (30) days of the invoice date (“**Payment Period**”). (For example, the invoice for Services for the month of April would be dated March 1 and payment in full would be due by March 31). Unless otherwise agreed to in writing all NRC, including NRC for Equipment, Software, installation and construction, must be prepaid in full prior to delivery, installation, or construction. Charges for professional services shall be invoiced on a time and materials basis with payment due, without deduction or setoff, within thirty (30) days of the invoice date. All invoices shall be provided to Customer electronically or via SageNet's online portal. Paper copies of invoices may be provided to Customer for an additional charge; provided, however, Customer's failure to receive a paper invoice shall in no way impair Customer's payment obligations otherwise due under these Terms and Conditions, or any SOW or Order. Unless expressly otherwise permitted by SageNet, all payments must be made by ACH. Customer agrees to pay any costs incurred by SageNet in connection with SageNet's acceptance of any other form of payment, including, but not limited to, credit card, wire transfer, or check processing fees, and such costs are in addition to any pricing provided on any SOW or Order. All monetary values referred to or included in these Terms and Conditions or any SOW or Order are in U.S. Dollars and all payments thereunder shall be in U.S. Dollars. SageNet's failure to enforce any requirement in this Article 3.1 shall not be deemed a waiver thereof or prevent SageNet from enforcing any requirement herein without further notice to Customer.

3.2 Late Payments. Except with respect to amounts disputed in good-faith by Customer, interest compounded monthly at the lesser of 1.5% per month, or the maximum rate allowed under applicable law, may be charged by SageNet on Customer past due balances from the date payment was due. If a disputed amount is later found to be a legitimate charge, the amount not paid within the applicable Payment Period shall be subject to the aforementioned monthly late fee. Customer shall be required to reimburse SageNet for reasonable costs of collection, including attorneys' fees and court costs. Late payment charges imposed by SageNet are in addition to, and not in lieu of, any remedies SageNet may have at law or under

these Terms and Conditions for Customer's failure to make timely payment. SageNet's decision not to immediately assess late fees against any past due amounts shall not be considered a waiver of SageNet's right to assess such late fees beginning from the date payment was due.

3.3 Bill Disputes. To dispute an invoice, Customer must notify SageNet promptly in writing and include billing information, circuit number(s) if applicable, any opened trouble ticket number(s), and the basis of the dispute. No charge may be disputed more than sixty (60) days after the date of the invoice on which such charge appears. Customer payment of a charge timely disputed and in the manner set forth herein shall not deprive Customer of its right to dispute the charge.

3.4 Consequences of Non-Payment. If Customer does not make payment of invoiced charges in accordance with these Terms and Conditions, SageNet may, at its option, without further notice, (a) suspend Services furnished under any Agreement until Customer has paid all past due amounts; (b) offset unpaid balances with amounts SageNet may owe Customer under any Agreement between the Parties; or (c) terminate any the relevant Order and/or these Terms and Conditions and seek any remedies available to it. Additionally, SageNet, at its own discretion, may require a guarantee of payment if Customer is unable to meet credit requirements or otherwise files for bankruptcy protection.

3.5 Out of Scope Charges. Customer agrees that SageNet, or any third party contracted to provide any portion of the Services, may, without the prior approval of Customer, perform OOS activities that SageNet, or such third party, reasonably determines are necessary, as long as the OOS charges for such activities are less than or equal to \$500.00. If the OOS charges would exceed \$500.00 (for a given location), Customer prior approval is necessary. Customer agrees to pay for OOS activities provided pursuant to this Section and invoiced in accordance with Article 3.1 without further notice. OOS charges shall be treated as NRC for billing purposes.

3.6 Overage Charges. Unless explicitly provided otherwise in writing, any overage rates applicable to the Services are the sole responsibility of Customer. Such overage charges may result from Customer's use of cellular as a primary connection or the excessive usage of cellular data above the applicable allocated plan.

3.7 Fraudulent Charges. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY CHARGES IN CONNECTION WITH FRAUDULENT OR UNAUTHORIZED USAGE OF THE SERVICES, INCLUDING ANY AND ALL CHARGES IN CONNECTION WITH VOICE OR DATA SERVICES.

3.8 Third Party Financing. Customer may purchase or lease Equipment from SageNet directly or through a SageNet approved third party financing company. Notwithstanding the terms of any agreement between Customer and any such SageNet approved third party financing company, Customer shall remain jointly and severally liable for all of Customer's obligations, including all payment obligations, under any Agreement. In the event a third party

financing company utilized by Customer fails to pay any amounts owed to SageNet in connection with the Services, upon demand, Customer shall promptly and directly pay SageNet any amounts owed.

3.9 Transition Charges. If Customer has ordered a Service to replace an existing service, Customer may be invoiced for both the new Service and the replaced service, until the replaced service has been successfully disconnected. SageNet shall use commercially reasonable efforts to minimize charges in connection with any replaced service; however, Customer is responsible for payment of all charges in connection with any Customer service until such service is no longer active. Customer is responsible for instructing SageNet to terminate any existing service and acknowledges that it may take up to ninety (90) days for a service to be disconnected following Customer's disconnect request. Notwithstanding the foregoing, SageNet shall have no obligation, and shall not be liable for failure, to terminate or assist Customer in terminating any non-SageNet provided service.

ARTICLE 4 – TAXES; REGULATORY AND ADDITIONAL CHARGES

4.1 Payment and Other Obligations. Unless explicitly provided otherwise in writing, all prices quoted by SageNet, whether orally or in writing, are exclusive of Taxes and Regulatory Charges, and Customer is responsible for any such Taxes or Regulatory Charges in connection with the Services, Software, or Equipment provided pursuant to these Terms and Conditions. In the event that Customer is required by applicable law to make deductions or withholdings from payments to SageNet, then Customer shall pay such additional amounts to SageNet as may be necessary to assure that the actual amount received by SageNet after deduction or withholding (and after payment of any additional Taxes or Regulatory Charges due as a consequence of such additional amount) shall equal the amount that would have been received if such deduction or withholding were not required.

4.2 Exemption Certificate. If Customer is exempt from any Taxes or Regulatory Charges, it must provide SageNet with a certificate demonstrating its eligibility for exemption within ten (10) business days of the Effective Date and annually thereafter.

4.3 Additional Charges. Customer will promptly pay to SageNet any other charges, surcharges, and/or Taxes billed to SageNet by a third party or remitted by SageNet to a third party that are associated with Customer's Services, Software, or Equipment, including but not limited to any retroactive or OOS charges, as described in any applicable Order that are not already reflected in the rates charged by SageNet for the Services, Software, or Equipment provided pursuant to these Terms and Conditions. Unless explicitly provided otherwise in writing, all prices quoted by SageNet, whether orally or in writing, are exclusive of shipping and freight related charges, and Customer shall be responsible for all such charges associated with the Services, Software and Equipment. Pricing for any professional services provided to Customer does not include reasonable travel and expense costs, which shall be invoiced and paid by Customer.

4.4 End User Location. Customer agrees to provide SageNet with accurate End User information, including location information, so as to enable SageNet to accurately remit any Taxes or Regulatory Charges imposed on the Services. Customer further agrees that it will protect, defend, indemnify and hold harmless SageNet, its subsidiaries, affiliates, officers, directors and employees from any and all costs resulting from Customer's failure to provide SageNet with accurate End User information.

ARTICLE 5 – TERM; TERMINATION; TERMINATION FEES

5.1 Term; Renewal. These Terms and Conditions shall remain in effect for so long as Customer is utilizing SageNet Services. The initial term of any Service is set forth in the applicable Order (the "Initial Term"). The Services automatically renew for successive renewal terms of one (1) year (each a "Renewal Term"), subject to annual price increase, unless either Party provides the other with written notice of its intent not to renew the Agreement at least sixty (60) days prior to the end of the then current Term. If Customer provides a notice of cancellation and continues to use a Service beyond the expiration date of the Term, the rates and charges applicable to Customer will be automatically converted to a month-to-month pricing plan at then applicable pricing. The Initial Term and Renewal Term are together the "Term."

5.2 Termination.

(a) Either Party may terminate these Terms and Conditions (and all Orders), with immediate effect, if the other Party breaches a material term or condition of these Terms and Conditions and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching Party.

(b) SageNet may terminate these Terms and Conditions (and all SOWs and Service Orders) with immediate effect if Customer fails to comply with the payment terms of these Terms and Conditions or the documented policies, laws and/or regulations applicable to the Services, Software, or Equipment.

(c) SageNet may immediately terminate these Terms and Conditions in the event that the Customer (a) becomes insolvent or unable to pay its debts as they mature; (b) makes an assignment for the benefit of its creditors; (c) seeks relief, or if proceedings are commenced against Customer or on its behalf, under any bankruptcy, insolvency or debtors' relief law and such proceedings have not been vacated or set aside within seven (7) days from the date of commencement thereof.

5.3 Effect of Early Termination for Customer's Breach. If Customer discontinues or downgrades any part of the Services without cause prior to the expiration of a Term of Service, or SageNet terminates these Terms and Conditions or any Order pursuant to Article 5.2, Customer will be liable for early termination fees ("ETFs") equal to: (i) all accrued but unpaid charges incurred, or credits received, including any waived or absorbed Special Construction charges, associated with the Services; (ii) one hundred percent (100%) of the MRC for the Services multiplied by the number of months remaining in the Term of Service; (iii) one hundred percent

(100%) of any remaining lease obligations in connection with leased Equipment; (iv) one hundred percent (100%) of any remaining minimum commitments for professional services; and (v) any additional penalties or early termination charges not covered by the charges above (e.g. in relation to colocation fees) imposed by a third-party service provider on SageNet as a result of Customer's early termination or breach. **CUSTOMER AGREES THAT THE ETF IS BASED ON AN AGREED REVENUE EXPECTATION, SAGENET'S COSTS OF PROVIDING THE SERVICES, AND PRICING DISCOUNTS THAT WOULD NOT HAVE BEEN PROVIDED TO CUSTOMER BUT FOR CUSTOMER'S AGREEMENT TO PURCHASE SERVICES FOR THE MINIMUM TERM AND IN THE MINIMUM QUANTITIES SPECIFIED IN THE APPLICABLE SOW(S), AND IS NOT A PENALTY.**

ARTICLE 6 - INSURANCE

Each Party will obtain, at its own expense, insurance coverage necessary for the Services rendered herein, so as to cover the risks associated with the respective business activities of the Parties. Customer will provide reasonable insurance for all SageNet-owned Equipment located on Customer's premises and shall protect all SageNet-owned Equipment against risk of loss or damage due to any cause other than normal wear and tear, and shall name SageNet as a loss-payee to the extent of its losses. Proof of such insurance by a carrier acceptable to SageNet shall be made available to SageNet by Customer upon request by SageNet. Customer shall notify SageNet of any material change in such insurance coverage or insurance carrier.

SageNet will maintain, throughout the Term of these Terms and Conditions, the following insurance coverage with a licensed insurance company rated A- or better by A.M. Best: (a) Worker's Compensation Insurance to comply with the state laws in which the work is performed; (b) Commercial General Liability in an amount not less than \$1,000,000 per occurrence / \$2,000,000 general aggregate; and (c) Automobile Liability, including Non-Owned and Hired Auto Liability, in an amount not less than \$1,000,000 Combined Single Limit, whenever Services are furnished exclusively by SageNet on its or a third party's premises.

ARTICLE 7 – REPRESENTATIONS; WARRANTIES & EQUIPMENT

7.1 The Parties. Each Party represents and warrants it is duly organized, validly existing, and in good standing under the laws of the place of its origin, and possesses all the authority necessary to enter into and perform its obligations.

7.2 PCI Compliance. To the extent SageNet has access to, or stores, processes, or transmits Customer cardholder information (e.g., credit or debit card information) through a SageNet datacenter facility, SageNet acknowledges its responsibility to secure the transmission of such information and agrees to comply with applicable Payment Card Industry ("PCI") Data Security Standard ("DSS") requirements for managed service providers, as audited in an annual PCI Report on Compliance. A copy of SageNet's Attestation of Compliance ("AOC") shall be provided to Customer

upon request. SageNet's AOC is based on the version of PCI DSS applicable at the time of SageNet's last audit. If applicable, the specific controls for which SageNet is responsible shall be defined in a responsibility matrix (the "PCI Matrix") and provided to the Customer upon request. The PCI Matrix may be revised by SageNet annually, and a copy of the revised PCI Matrix shall be provided to Customer upon request.

7.3 Third Party Services. SageNet shall not be liable for third party service providers' performance. SageNet shall, however, make reasonable efforts to ensure that Customer is afforded the protections of any warranties that such third party service providers provide to their customers in the ordinary course of business. Notwithstanding the foregoing, SageNet shall have no obligation to purchase any warranties from third party service providers.

7.4 Equipment Warranty.

(a) Customer shall be the beneficiary of any warranty provided by the manufacturer of the Equipment, subject to the terms and conditions of such warranty. The manufacturer warranty (if applicable) is Customer's only remedy in the event of a warranty claim.

(b) The foregoing warranty does not extend to Equipment which is altered, improperly installed by a third party, or which fails or is damaged after delivery due to accident, act of God, shipping or handling; or storage, operation, or maintenance in a manner or environment which does not conform to the manufacturer's instructions or specifications.

(c) In the event of a valid warranty claim, SageNet will, at its sole option: (a) repair the returned Equipment, (b) replace the nonconforming Equipment, or (c) if SageNet determines that neither of the foregoing is commercially reasonable upon return of the Equipment to SageNet, refund a portion of the NRC paid by Customer to SageNet with respect to the nonconforming Equipment depreciated on a straight-line basis over three (3) years from the date of original shipment to Customer.

(d) All repairs covered by warranty will be performed at no charge to Customer. Any repairs requested after expiration of the warranty period shall be performed at Customer's expense.

(e) Replaced Equipment may be new, re-certified, or refurbished, and will carry the remainder of any original warranty to the extent permitted by the manufacturer of the Equipment.

(f) All Equipment returned to SageNet must have a SageNet-issued Returned Materials Authorization ("RMA") number prominently displayed on the packaging and must be returned as directed by SageNet. The process to obtain an RMA number is available from your SageNet Program Manager. Equipment returned without an RMA number may be refused by SageNet and returned to Customer at Customer's expense.

7.5 Software Updates and Licensed Service Term.

(a) Security best practices and PCI regulatory compliance requires each of Customer and SageNet to maintain firmware and/or Operating Systems ("OS") of equipment managed by SageNet.

SageNet policies require that SageNet-approved and manufacturer supported versions of firmware and/or OS be implemented at all times. Maintenance activities may result in short duration service interruptions which may require reboot. Customer's failure to perform necessary updates or grant SageNet the required access to update the firmware or OS may result in a monthly surcharge per location. If network firmware and/or OS version is running outside the SageNet supported standard, Customer must acknowledge via a waiver that they are running unsupported software. SageNet shall not be held liable for direct or consequential damages, associated with or resulting from any security event, exploitation, or performance degradation resulting from running unsupported versions of firmware and/or OS on maintained devices.

(b) SageNet leverages its relationships with various third parties to offer Customer the latest Equipment and corresponding Software platforms for its benefit. As a result, not all licensing terms, conditions and coverage periods are consistent across these various third party providers. For additional details, Customer should refer to the applicable third-party provided materials governing provision of such Licensed Service. Customer acknowledges that the term of any Software license or other licensed product or service associated with any Equipment ("Licensed Service") provided by SageNet: (i) may not be coterminous with a Term of Service, (ii) may not automatically renew upon expiration of the applicable license term, and (iii) that failure to renew may result in inoperability of Equipment or disruption of Service. To the greatest extent permitted by law, SageNet shall not be liable under any theory of liability in connection with any failure to renew a Licensed Service. SageNet will, for bulk renewals only (i.e., 50+ licenses), use commercially reasonable efforts to provide Customer with renewal options and pricing at least ninety (90) days' prior to expiration of the Licensed Services. If SageNet has not received direction or response from Customer with at least (30) days remaining on the applicable Licensed Service term, SageNet will renew applicable Licensed Services for twelve (12) month periods at then-current rates and bill Customer accordingly.

7.5 Equipment Spares. Customer is encouraged to purchase a sufficient quantity of SageNet Equipment and Third Party Equipment that is necessary to support the Services. Customer's failure to purchase adequate spare parts or spare Equipment may result in disruption or failure of Service. SageNet shall not be responsible for any disruptions in Service due to Customer's failure to secure adequate spares. Additionally, any Licensed Service required to operate said spare Equipment shall be the sole responsibility of Customer.

7.6 Equipment Life Cycle. Third Party Equipment provided by SageNet remains subject to End-of-Life or End-of-Service declarations made by the applicable Equipment manufacturer. SageNet will coordinate with Customer throughout this process to ensure continuity of Service, however Customer agrees that SageNet at its own discretion may, upon thirty (30) days' prior notice to Customer: (i) continue to support the discontinued Equipment, (ii) substitute the affected Third Party Equipment and supported hardware models at then-current pricing, (iii) amend any affected support Services offerings, or (iv) modify pricing for the affected Third

Party Equipment. Any additional fees SageNet incurs for continuing support Services on any End-of-Life Third Party Equipment may be passed through to Customer.

7.8 Exclusions. THE WARRANTIES SET FORTH IN ARTICLES 7.1-7.4 ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, OR EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, NON-INTERFERENCE, OR NON-INFRINGEMENT. SageNet does not warrant that the Services, Software or Equipment will be uninterrupted or error-free, meet Customer's requirements, or prevent unauthorized access by third parties.

ARTICLE 8 - CONFIDENTIAL INFORMATION

Neither party shall disclose to any third party during the term of these Terms and Conditions and for two (2) years following the expiration or termination of these Terms and Conditions, any of the terms of these Terms and Conditions or any Order, including any rate information, unless such disclosure is required by any state or federal governmental agency, is otherwise required by law, or is necessary in any proceeding establishing or applying rights or obligations under these Terms and Conditions. Any information or documentation disclosed between the parties shall be subject to the terms and conditions of the non-disclosure agreement ("NDA") executed by both parties, which terms and conditions are incorporated by reference as if stated herein, and which shall apply for the term and for two (2) years as stated above. For purposes of clarification, under no circumstances during the Initial Term (and Renewal Terms, if any) of a Service shall either party utilize any information obtained in connection with these Terms and Conditions to contract directly with any vendors, contractors, or customers of the other party with respect to that specific Service or a replacement or substitute for that Service; provided, however, that nothing in these Terms and Conditions shall be construed to preclude either party from purchasing, selling or utilizing any other telecommunications, information, or ancillary services from or to any other entity or from using information independently developed to purchase, sell, or utilize such services. Notwithstanding the requirements and obligations of this Section and the NDA: (i) Customer expressly consents to SageNet's sharing of information only with its affiliates and authorized agents for purposes of offering Customer additional products and services (subject to Customer being entitled to withdraw such consent at any time upon written notice); and (ii) Customer agrees that SageNet shall have the right to issue a press release and/or otherwise publicly disclose, including in marketing or investor materials, that it is providing services to Customer.

ARTICLE 9 – INDEMNIFICATION

9.1 SageNet's Indemnification of Customer: SageNet will defend and indemnify Customer, its employees, directors, officers, and agents, from and against any suit, proceeding, or other claim brought by an entity not a Party or an Affiliate that arises out of: (a) property damage or personal injury (including death) arising from the gross negligence or willful act or omission of SageNet in the course of providing Services; (b) any actual, alleged, or contributory patent,

copyright, or trademark infringement, or violation of other intellectual or proprietary rights or licenses related to the manufacture, delivery, or sale of the Software, Equipment or Services provided under these Terms and Conditions. This Article 9.1(b) shall not apply if the alleged infringement or violation arises from (i) modification of the Software, Equipment, or Services by a party other than SageNet or its authorized agents or contractors; or (ii) use of a superseded or altered piece of Software or Equipment, if such infringement or violation would have been avoided by the use of updated Software or Equipment, and if such updated Software or Equipment had been made available to Customer prior to the claim of infringement having arisen (any of the foregoing circumstances under clauses (i) or (ii), a "Customer Indemnity Responsibility").

9.2 Customer's Indemnification of SageNet. Customer will defend and indemnify SageNet, its employees, directors, officers, and agents from and against any suit, proceeding, or other claim brought by an entity not a Party or an Affiliate that arises from: (a) property damage, or personal injury (including death) arising from the gross negligence, or willful act or omission of Customer in the course of purchasing or using the Software, Services, or Equipment; (b) any misuse or resale of Software, Services, or Equipment in violation of these Terms and Conditions by Customer or End Users; or (c) a Customer Indemnity Responsibility.

9.3 Procedure. If a claim is made against a Party, the Party in receipt of the claim ("Indemnified Party") will notify the other Party ("Indemnifying Party") in writing no later than sixty (60) days after learning of the claim. If the Indemnifying Party has properly assumed defense of the claim and proceeds to defend the claim in good faith, the Indemnified Party may not settle or compromise the claim without the Indemnifying Party's prior written consent, which shall not be unreasonably withheld; provided, however, if the Indemnifying Party's insurer has assumed the defense of the claim and proceeds to defend the claim in good faith, such insurer may settle the claim or part of the claim over which the Indemnifying Party's insurer has assumed the defense without the Indemnifying Party's consent. The Indemnified Party will provide assistance, information, and authority reasonably necessary to assist the Indemnifying Party. Failure of the Indemnified Party to provide notification of a claim will not relieve the Indemnifying Party of its obligations under these Terms and Conditions except to the extent the delay prejudices the Indemnifying Party.

ARTICLE 10 - LIMITATION OF LIABILITY

10.1 No Liability for Indirect Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOSS OF GOODWILL, LOSS OF USE OF PROPERTY, LOSS OF DATA, OR COST OF SUBSTITUTE PERFORMANCE, REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES OR WHETHER DAMAGES WERE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OR OMISSION OF A PARTY ARISING FROM OR RELATED TO THESE TERMS

AND CONDITIONS. Customer's out-of-pocket costs, including but not limited to attorneys' fees, for damages of the kinds specified in the preceding sentence are indirect damages. Each Party releases the other Party and its Affiliates, as well as their respective officers, directors, managers, employees, and agents, from such claim(s). The Parties acknowledge that this limitation of liability is part of the consideration of these Terms and Conditions and was specifically included in the calculation and establishment of the price paid by Customer for the Services, which, but for this limitation of liability, would have been higher.

10.2 Third Parties. NEITHER SAGENET NOR ITS SUPPLIERS WILL BE LIABLE FOR THE UNAUTHORIZED ACTIONS OF A THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTY ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF CUSTOMER'S OR END USER(S)' TRANSMISSION FACILITIES, DATA, FILES, PROGRAMS, PROCEDURES, OR INFORMATION.

10.3 Exclusions. SAGENET WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: (A) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, HARDWARE, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; (B) INTERRUPTIONS OF THE SERVICES OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED HEREIN; (C) UNAUTHORIZED ACCESS TO, THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, END USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK, OR SYSTEMS; (D) ANY 911 OR E-911 SERVICES SUPPLIED IN CONNECTION WITH THE SERVICES; OR (E) SPECIAL CONSTRUCTION

10.4 Liability Limits. Each Party's liability for damages under these Terms and Conditions is limited to proven direct damages for claims arising from a Party's gross negligence or willful misconduct in connection with these Terms and Conditions. SageNet's entire liability for any claim, loss, expense or damage under these Terms and Conditions or any Order shall in no event exceed the amount actually paid by Customer in the three (3) month period preceding the date such claim arose. All claims, other than claims for amounts past-due, arising under or in any way related to these Terms and Conditions must be brought within two (2) years of the provision of Equipment, Software, or Services to Customer by SageNet.

10.5 Indemnification. The limitations of liability set forth in Articles 10.1 and 10.4 shall not limit a Party's indemnification obligations under Article 9.

ARTICLE 11 – RATE CHANGES; AUDIT; EXPORTS

11.1 Customer acknowledges that SageNet's suppliers establish the rates charged to SageNet and the terms on which such suppliers sell services to SageNet may change based on Regulatory Activity or other factors. If in connection to the Services, any of the rates charged to SageNet by any of its suppliers increase, or if any of the terms of service change, SageNet reserves the right to increase the rates charged to Customer and/or change the terms of service hereunder,

effective upon thirty (30) days' notice to Customer. Continued use of the Services thirty (30) days after notice has been delivered shall be deemed acceptance of the new rates and/or terms.

11.2 Audit. Customer agrees to cooperate with SageNet in connection with any Third Party audit relating to the Services. Customer further agrees that it will protect, defend, indemnify, and hold harmless SageNet, its Affiliates, officers, directors, and employees from all costs resulting from such third party action.

11.3 Trade Restrictions. The Parties agree to abide by U.S. Government trade restrictions.

ARTICLE 12 - FORCE MAJEURE

Neither Party will be in default or otherwise liable for any outage, delay or failure of performance under these Terms and Conditions or any Order, to the extent such outage, delay or failure arises by reason acts of God, labor difficulties, failures of satellites, riots, war, acts of terrorism, epidemics, Regulatory Activity, or acts or omissions of any third party over whom a Party has neither right nor ability to control and without the fault or negligence of the affected party (each constituting an "Excusable Delay or Failure". Any such Excusable Delay or Failure shall suspend the Agreement or any Order until the Excusable Delay or Failure ceases, and, if practical, the period of the Agreement or Order shall be deemed extended accordingly.

ARTICLE 13 - GOVERNING LAW; DISPUTE RESOLUTION; AUTHORIZATIONS

13.1 Governing Law, Venue. These Terms and Conditions, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to these Terms and Conditions (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with these Terms and Conditions or as an inducement to enter into these Terms and Conditions), shall be governed by, and enforced in accordance with, the internal laws of Oklahoma, including its statutes of limitations and without regard to choice of law principles. All actions with respect to these Terms and Conditions may be instituted in the courts of the State of Oklahoma sitting in Tulsa County, Oklahoma or the United States District Court for the Northern District of Oklahoma.

13.2 Authorizations. SageNet's obligations under these Terms and Conditions are subject to SageNet maintaining any necessary approvals, consents, governmental authorizations, licenses, or permits. SageNet will use reasonable efforts to obtain and maintain such approvals, consents, authorizations, licenses and permits, but makes no representation or warranty in connection therewith.

13.3 Compliance with Applicable Laws. SageNet will provide the Services in accordance with its obligations under laws and government regulations applicable to SageNet's provision of the Services to its customers generally, including, without limitation, those related to data privacy and data transfer, and the exportation of technical or personal data, without regard to Customer's particular

use of the Services and subject to Customer's use of the Services in accordance with these Terms and Conditions.

ARTICLE 14 - ASSIGNMENT

Neither Party may assign, delegate, transfer, or pledge its rights or obligations under these Terms and Conditions to a third party without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, in connection with a merger, acquisition, reorganization, or sale of all or substantially all of SageNet's assets, stock, or of any business unit to a third party, SageNet may assign these Terms and Conditions to such third party.

ARTICLE 15 – INTELLECTUAL PROPERTY

15.1 License. Each Party retains all right, title, and interest in and to its intellectual property. Nothing in these Terms and Conditions shall be construed to grant Customer any right, title, or interest in or to any Software, system, or other intellectual property. No license will be deemed to have been granted by either Party to any of its intellectual property rights, except as otherwise expressly provided in these Terms and Conditions. SageNet grants Customer a limited, non-exclusive, terminable license to use the Services and any electronic systems and related Software provided therewith solely during the Term of these Terms and Conditions. Customer may not alter, de-compile, disassemble, reverse engineer, or provide unauthorized access to any Equipment, Services, Software, systems, or other intellectual property.

15.2 Infringement. In the event that the Equipment, Software, or Services is held, or in SageNet's reasonable, good faith judgment is likely to be held, to infringe the rights of any non-Affiliate third party, SageNet may, within a reasonable time, at SageNet's sole option and expense: (i) secure for Customer the right to continue the use of such infringing item; (ii) replace such item with a substantially equivalent non-infringing item; or (iii) modify such item so that it becomes non-infringing. If SageNet, despite its reasonable efforts, is unable to do any of the foregoing, Customer shall return the allegedly infringing item to SageNet, and SageNet will refund to Customer the amount paid by Customer for such item depreciated on a three-year, straight-line basis.

ARTICLE 16 - NOTICES

All notices under these Terms and Conditions, except as otherwise provided in these Terms and Conditions, must be in writing and delivered by overnight courier or certified mail, return receipt requested, to the addresses appearing in the recitals to these Terms and Conditions. A copy of any notice to SageNet must also be sent to (i) 10740 Parkridge Boulevard, Suite 300, Reston, VA 20191, Attn: Legal Department; and (ii) SageNetLegal@SageNet.com. Notices shall take effect upon the date of receipt.

ARTICLE 17 –SUBSEQUENT AGREEMENTS

No subsequent agreement or amendment between the Parties concerning the Services, Software, or Equipment will be binding unless made in writing and signed by both Parties. SageNet's

acceptance of any Order or its acknowledgement or failure to object to any conflicting, contrary, modifying, or additional terms and conditions in any Order shall not be deemed an acceptance of such terms and conditions or a waiver of any of the provisions of these Terms and Conditions.

ARTICLE 18 – MISCELLANEOUS

18.1 Interpretation. These Terms and Conditions may not be construed or interpreted against a Party because that Party drafted or caused its legal representative to draft any of its provisions.

18.2. Order of Precedence. The order of precedence of agreements between the Parties from most to least controlling is as follows: (i) any SOW; (ii) these Terms and Conditions; (iii) a Purchase Order.

18.3 Title to Equipment. Title to rented Equipment or Third Party Equipment shall not pass to Customer. Title to Equipment provided on a purchase or lease-to-own basis shall pass to Customer upon SageNet's receipt of final payment for the Equipment. Notwithstanding any purchase option provided hereunder, until all obligations related to any leased Equipment have been fulfilled, SageNet shall retain a Purchase Money Security Interest in such leased Equipment, and the terms of these Terms and Conditions shall constitute a security agreement under the applicable laws of the state in which such leased Equipment is located.

18.4 Risk of Loss. Risk of loss or damage to Equipment or Third Party Equipment, regardless of ownership, will pass to Customer FOB manufacturer or SageNet loading dock.

18.5 Equipment at Expiration. Within thirty (30) days of the earlier of termination or expiration of a Term of Service, Customer, at its sole expense, shall return to SageNet (or SageNet's authorized third-party provider at SageNet's direction) all Customer un-owned Equipment and Third Party Equipment provided in connection with the Services in the same condition as when initially delivered to Customer, normal wear and tear excepted. Customer's failure to return Customer un-owned Equipment or Third Party Equipment to the properly designated party may result in additional fees, including the replacement cost of such Equipment or Third Party Equipment.

18.6 Agency; Partnership; and Third Parties. Except to the limited extent specified in any Customer provided LOA or ROE, neither Party is the agent or legal representative of the other as a result of these Terms and Conditions, nor does these Terms and Conditions create a partnership or joint venture between the Parties. These Terms and Conditions confers no rights, benefits, or remedies of any kind upon any third party.

18.7 Waiver. No waiver of any provision in these Terms and Conditions will be binding unless made in writing and signed by both Parties. The failure of a Party to insist on the strict enforcement of any provision of these Terms and Conditions shall not constitute a waiver of such provision.

18.8 Signatures; Counterparts. These Terms and Conditions may be executed by electronic signature and in counterparts, each of which shall be deemed an original and which together shall

constitute the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

18.9 Entire Agreement. *These Terms and Conditions set forth the entire understanding of the Parties and supersedes all prior or contemporaneous written or oral agreements, arrangements, or understandings regarding the Services, Software, or Equipment.*

18.10 Severability. *If any provision of these Terms and Conditions is found to be invalid or unenforceable, it will be ineffective only to the extent of its invalidity and will not affect the remaining provisions in these Terms and Conditions.*

18.11 Non-Exclusivity. *These Terms and Conditions are non-exclusive, and either Party may enter into similar arrangements with other parties.*

18.12 Publicity. *The subject matter of these Terms and Conditions may be disclosed in advertising or publicity by either Party, provided that such disclosure is approved in writing by the non-disclosing Party prior to release for publication. Notwithstanding the foregoing, either Party may include the name or logo of the other Party in a serial list of customers or vendors (as applicable) of each other's products and services.*

18.13 IP Address Blocks. *Upon expiration or termination of Services or any applicable SOW issued hereunder, Customer shall relinquish any IP addresses or address blocks assigned to Customer by SageNet or any of SageNet's suppliers. SageNet may change static IP address(es) provided to Customer without prior notice.*

18.14 Survival. *Customer's obligations under Articles 3, 4, 8, 9, 10 and 15, and those terms of these Terms and Conditions which by their usage and context are intended to survive these Terms and Conditions, including without limitation Customer's obligation to make payments for Services, Software, and Equipment, shall survive expiration or termination of these Terms and Conditions.*