

STANDARD TERMS & CONDITIONS

1. Access

Client agrees to provide OpDecision reasonable access to Client's mobile (cellular/wireless) billing and device reporting, in order that Services may be performed as set forth in a fully executed agreement, addendum, work order or other service form. In the event that said access is not provided as requested, Client is aware that delivery and effectiveness of Services may be jeopardized and that additional charges may be incurred.

2. Security & Usage

Client understands that OpDecision and its Underlying Service Providers, including ForgeOS, LLC, cannot guaranty the security of any transmissions and will not be liable for any lack of security relating to the use of the Services. Notwithstanding the foregoing, OpDecision agrees to use no less than a reasonable degree of care, including relevant industry-standard practices, to protect the security of any Client transmissions while providing Services to Client.

Client understands and agrees that (1) Client's data may be stored in the OS of ForgeOS, LLC and Client agrees to ForgeOS, LLC's Terms of Service, found here: <https://forgeos.co/terms-of-service>. Client grants OpDecision and ForgeOS, LLC the right to use Client's data to provide Services to Client. Client understands and agrees that its data may be anonymized and aggregated. Client will have access to its data through ForgeOS, LLC while they are a Client of OpDecision.

Client understands and agrees that, if OpDecision enables wireless services for Client, Client grants OpDecision and ForgeOS, LLC the right to use Client's carrier login information to retrieve carrier data as needed for the engagement.

The Services are for Client's use only and Client may not resell the Services or confidential know-how to any other party.

3. Data Storage Surcharge

Any Managed Services or Mobility Assist Clients utilizing the ForgeOS platform may be charged a data storage surcharge of ten percent (10%) of Customer's Monthly Recurring Charge ("MRC"). This fee will appear as a separate line item on all invoices and is a pass through fee from ForgeOS, LLC.

4. Late Charges

Amounts not paid when due (total OpDecision invoice, including all Service Provider and OpDecision charges) may accrue interest at a rate of one and one-half percent (1.5%) per month or the highest amount permitted by applicable law, whichever is less.

5. Disconnects

Client may request OpDecision to handle Client-approved disconnects, either as the authorized biller (Client must provide signed documentation) or assisting Client with carrier-specific information and/or conference calls with the carrier. Client understands that all costs required and risks to effectuate such disconnection shall be borne by the Client unless same resulted from OpDecision's gross negligence or unless OpDecision is otherwise responsible for these costs under a fully executed agreement.

6. Warranty Exclusion

Except as expressly stated in a fully executed agreement, OpDecision makes no warranties or representations, express or implied, either in fact or by operation of law, and specifically disclaims any warranties of merchantability or fitness for a particular purpose, applicable to the Services.

7. Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF CLIENTS, LOSS OF GOODWILL OR COST OF REPLACEMENT FACILITIES OR SERVICES, ARISING IN ANY MANNER FROM A FULLY EXECUTED AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS THEREUNDER.

Except as expressly stated in a fully executed agreement, Client has no contractual relationship with any Underlying Service Providers through any agreement with OpDecision. Client understands and agrees that Underlying Service Providers will not have any kind of liability to Client through any agreement with OpDecision, regardless of the form of action, including but not limited to failure or disruption of service.

OpDecision does not establish carrier rates and does not warrant that carrier rates will remain in effect for any period of time. Additionally, to the maximum extent permitted by law, Client's recovery against OpDecision under any circumstance shall not exceed the fees paid by Client to OpDecision pursuant to a fully executed agreement. This limitation shall apply regardless of the cause of action or legal theory asserted.

8. Indemnification and Hold Harmless

Each party will defend and indemnify the other party and the Underlying Service Providers, and each of their respective officers, employees, and agents, against any liabilities and reasonably related costs (including legal fees) incurred in connection with any third party claims for property damage, personal injury or death arising from or in connection with a fully executed agreement to the extent said claims arise from the party's gross negligence or willful misconduct. This indemnity shall survive the termination of any OpDecision Service Agreement, Addendums and/or Service Order Forms ("SOF").

Additionally, Client will defend and indemnify OpDecision and the Underlying Service Providers, and each of their respective officers, employees, and agents, against any liabilities and reasonably related costs (including legal fees) incurred in connection with any claim by an end user of the Services, it being understood that Client, and not OpDecision, is fully responsible for any such claims.

Except as is specifically set forth herein, Client agrees to hold OpDecision harmless of and from any and all liability to Client concerning any increase in rates imposed by any carrier or any failure to secure greater savings from a program that is not recommended or implemented and any resultant loss in savings to Client. Client acknowledges and agrees that any changes made by Client to Client's account may affect Client's savings. Client shall hold OpDecision harmless of and from any claims and or liability resulting from a change requested by Client without prior approval by OpDecision. Client further agrees that any increase or reduction in savings resulting from such changes shall not reduce or eliminate the fees due OpDecision as provided in a fully executed agreement

9. Default

A party is in default of a fully executed agreement if it breaches said Agreement, its Addendums or any SOF and fails to cure such breach as follows:

- a. after written notice and a five (5) day cure period in the event of any failure to pay an amount due hereunder, or
- b. after written notice and a thirty (30) day cure period in the event of any other breach.

If Client is in default of a fully executed agreement, all Charges accrued under said agreement or any SOFs will be due and payable and OpDecision may, in addition to all other available remedies, discontinue Client's Services specific to that agreement or SOF.

If OpDecision is in default of a fully executed agreement, only the Charges accrued as of the date of default will be due and payable to OpDecision.

10. Termination

Unless otherwise specified in a fully executed agreement, after completion of the initial Service Term, either party may terminate at any time with thirty (30) days' written notice. Upon default, the non-defaulting party may terminate a fully executed agreement, its Addendums and/or an affected SOF by written notice.

If OpDecision terminates a fully executed agreement for Cause, OpDecision will have no further liability or obligation thereunder.

If Client terminates any Services (other than for OpDecision's default) prior to the completion of the initial Service Term, Client shall pay OpDecision an Early Termination Fee ("ETF") equal to the MRC of the initial contract value times the number of months remaining under contract for that site.

The parties acknowledge that the ETF is a genuine estimate of the actual damages to OpDecision for Client's early termination of a Service and is not a penalty. In no event shall Client be entitled to any refund of already paid Service Charges if a fully executed agreement, its Addendums or any SOF is terminated, except for a termination based on OpDecision's default, as defined herein.

11. Confidentiality

If the parties entered into a confidentiality or non-disclosure agreement in anticipation of executing an Agreement, such Agreement is incorporated herein and shall apply instead of this Section.

Otherwise, the parties acknowledge that they have or will exchange certain confidential information expressly designated or which should reasonably be known as "confidential" ("Confidential Information") and each party agrees that neither party will (a) use the other party's Confidential Information except for the purpose(s) for which it is disclosed or (b) disclose the other party's Confidential Information to any third party except (i) under an identical confidentiality restriction to the receiving party's employees or contractors who have a need to know Confidential Information in connection with the purposes for which it is disclosed or (ii) when compelled by a court or other government agency (with as much advance notice to the disclosing party as reasonably possible).

OpDecision acknowledges that it may receive certain of Client's information that constitutes "Customer Proprietary Network Information" or "Customer Proprietary Information" under applicable law, and OpDecision agrees that it will hold all such information in compliance with applicable law.

12. Client Changes to Wireless/Cellular Plan

Client has the right to make changes to its wireless/cellular plans or accounts at any time with or without OpDecision's review and recommendation. Client acknowledges that any changes it makes to its wireless/cellular plan or account, other than those provided in the Savings Proposal, may adversely affect savings projected by OpDecision. Client shall hold OpDecision harmless from any claims and liability resulting from such changes. Client further agrees that any increase or reduction in savings resulting from such changes shall not reduce or eliminate the fees due to OpDecision as provided therein,

13. Other Terms

Acceptable Use Policy

OpDecision's provision of Services is in all cases subject to OpDecision's Acceptable Use Policy ("AUP"), which is designed to help protect OpDecision, its Clients, and the Internet community in general from fraud, abuse of resources, and irresponsible or illegal activities, and which is located at www.opdecision.com/aup.

Force Majeure

Neither party shall be responsible for any loss, harm, damage, or failure to comply with any obligation hereunder resulting from circumstances beyond its reasonable control (commonly referred to as *force majeure* events) including, but not limited to fire, flood, war, strikes, cable cuts, acts of terrorism, explosions, loss of power, governmental restrictions, acts of third parties, or "acts of God." In addition, Client will not be obligated to pay for the Services during periods of *force majeure*, and either party may terminate an affected SOF upon notice to the other if a *force majeure* event continues uninterrupted for a period of sixty (60) days or longer.

Subcontracting

OpDecision may subcontract work to be performed under their Agreements, Addendums and SOFs but shall retain responsibility for the work.

Assignment

Neither party may assign its rights and obligations, whether by operation of law or otherwise, without the prior written consent of the other party, said consent not to be unreasonably withheld.

Governing Law

Each fully executed agreement and the rights of the parties thereunder shall be governed by and construed in accordance with the laws of the State of Delaware, exclusive of conflict or choice of law rules.

Dispute Resolution

Any dispute arising hereunder shall be resolved by binding arbitration in the State of Delaware before a single arbitrator utilizing the American Arbitration Association's expedited Commercial Arbitration Procedure, with the prevailing party having the ability to collect attorney's fee in the discretion of the arbitrator. Client hereby waives the right to pursue any action in Court and the right to trial by jury.

Notification

Any notices, requests, consents and other communication shall be in writing and shall be deemed to have been delivered on the date (a) personally delivered, (b) mailed, postage prepaid, by certified mail with return receipt requested, or (c) faxed and confirmed. All communications to OpDecision under this section shall be as follows:

OpDecision
1700 Union Avenue, Suite B
Baltimore, MD 21211
Attn: Legal Dept.

Entire Agreement

Any fully executed agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral and written agreements, commitments, or understandings with respect to the matters provided for therein. Said agreements, including Addendums and SOFs, may not be modified except by a writing signed by both parties. In the event that any of the provisions therein or in these terms and conditions are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder. The waiver by either party of a breach, default, delay or omission of any of the provisions herein by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.