

Communications International, Inc.
Terms and Conditions
For Services

Important Information about These Terms and Conditions. These Terms and Conditions constitute a binding agreement between you as the “Customer” and Communications International, Inc. (“Ci”) as seller and are referred to herein as either “Terms and Conditions” or this “Agreement”. Customer and Ci may be individually referred to as a “Party” or collectively referred to as “Parties”. By engaging Ci to perform any “Services” (as defined below) Customer accepts these Terms and Conditions. All capitalized terms are defined when they first appear.

Definitions. “Customer’s Environment” means the sites and other communications facilities, including but not limited to the existing computers, operating systems, towers and other equipment and systems, as the same may be from time to time amended, modified, or supplemented, within which Customer intends to use the Equipment to be serviced hereunder. “Equipment” means the equipment listed on Exhibit A to be serviced by Ci under this Agreement as the same may be from time to time amended, modified, or supplemented. “Services” means the work to be performed by Ci under this Agreement, as set forth on Exhibit B, as the same may be from time to time amended, modified, or supplemented. “Software” means standard software components in object code form developed by an Equipment manufacturer, and which are contained within the Equipment when initially delivered or as thereafter upgraded pursuant to the terms hereof. All other capitalized terms are defined when they first appear.

Term. This Agreement will begin when it is accepted by Ci and will remain in effect for one (1) year unless a different term is specifically agreed in writing between the Parties (each a “Term”). Thereafter, this Agreement shall automatically renew itself in twelve (12) month increments unless either Party notifies the other of its decision to terminate this Agreement by providing the other Party sixty (60) days written notice prior to the expiration of the Term then in effect.

Notwithstanding that this Agreement may terminate prior to the expiration of an individual Order’s term, it is expressly agreed that any Order issued pursuant to this Agreement shall continue to be in full force and effect until the expiration of such Order’s stated minimum term.

Orders and Quotations. Customer shall issue orders (hereinafter defined as “Orders”) to Ci on Ci’s order form or Customer’s order form. At a minimum, such Orders shall include the following information:

1. Description of Services to be purchased.
2. Requested delivery date.
3. Service location and Customer prime contact at shipping location.
4. Billing address and billing contact.

Ci will acknowledge acceptance or rejection of Orders within fifteen (15) days after receipt of the Order by Ci. Once accepted, the Order is noncancelable. If Ci proposes a shipment schedule different from the schedule requested by Customer, Customer must notify Ci of its rejection of such alternate shipment schedule within fifteen (15) days after mailing of such notification by Ci, or the Ci acknowledged shipping date shall be deemed to be accepted by Customer.

Only written quotations are valid and are good for orders received by Ci within thirty (30) days, unless otherwise extended in writing. Quoted shipping costs, if any, are best estimates only and will be added to the invoice along with applicable taxes. After quote expiration, prices are subject to change without notice. All orders are subject to approval from Ci’s Finance Department. If credit is not approved, shipment of the Equipment can only be made with Cash in Advance. Payment terms are as set forth below unless differing terms are stated in the quotation documentation and are subject to change if Customer’s financial condition or payment record change. Ci may discontinue performance if Customer

fails to pay any sum due or fails to perform under this or any other agreement with Ci.

Risk of Loss and Title. All shipments, if any, are made F.O.B. origin, with risk of loss or damage passing from Ci to Customer upon shipment. If there is damage or loss during transit, claims must be made immediately by the Customer. Returns are subject to Ci’s prior approval and applicable charges, including restocking fees for returned equipment at 25% of the invoiced price. No returns will be received or accepted by Ci unless a prior written authorization has been issued.

WARRANTY. CI WARRANTS THAT THE SERVICES PERFORMED OR FURNISHED HEREUNDER SHALL BE PROVIDED BY QUALIFIED, TRAINED INDIVIDUALS IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS, IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND IN ACCORDANCE WITH THE TERMS, SPECIFICATIONS, AND REQUIREMENTS OF THIS AGREEMENT. THE SAME STANDARDS OF CARE SHALL BE REQUIRED OF ANY SUBCONTRACTOR ENGAGED BY CI.

THE EXPRESS WARRANTY SET FORTH ABOVE, IS THE EXCLUSIVE WARRANTY OFFERED BY CI AND IS IN LIEU OF ANY AND ALL OTHER CONDITIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY AND CI MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. WARRANTIES ARE LIMITED TO THOSE PROVIDED BY MANUFACTURERS.

EXCLUSIVE REMEDIES. FOR ANY NONCONFORMANCE OF THE SERVICES TO THE AGREEMENT’S REQUIREMENTS, WHICH MATERIALLY AFFECTS ITS INTENDED USE AND IS REPORTED TO CI BY CUSTOMER, IN WRITING, FOR ONE YEAR AFTER THE SERVICE IS PERFORMED, CI SHALL, WITHOUT ADDITIONAL COMPENSATION, CORRECT AND REVISE ANY ERRORS, OMISSIONS, OR OTHER DEFICIENCIES IN ITS WORK PRODUCT, SERVICES ARISING FROM THE NEGLIGENT ACT, ERROR OR OMISSION OF CONTRACTOR OR ANY SUBCONTRACTOR ENGAGED BY CI.

THE FOREGOING CONSTITUTES CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO CUSTOMER.

Customer’s Environment. Customer agrees that it will in no event alter, modify, repair, disassemble, adjust, the Customer’s Environment existing as of the date hereof unless approved by Ci. Ci will not be liable to the extent that any breach of the foregoing warranties is caused by (i) third-party components not provided by or approved in writing by Ci; (ii) modifications to the Equipment or Software not made by Ci (iii) unauthorized use or use of the Equipment or Software other than in accordance with the Documentation; (iv) bugs, failures, or anomalies resulting from changes in the Customer’s Environment, including operating system updates, with the exception of critical security patches, software patches, other than those provided by Ci, and hardware, firmware and/or hardware-software upgrades or updates; (v) use of the Equipment or Software in an environment other than the Customer’s Environment; (vi) use of the System on hardware not identified as compatible by Ci; (vii) damages or losses caused by a Force Majeure events (as defined herein); or (viii) misuse of the Equipment or Software by Customer or users; (ix) viruses introduced by Customer, its agents, or users.

Non-Solicitation of Ci Employees. Customer agrees and covenants not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of Ci during the Term of this Agreement, including any renewals, and for a period of two (2) years, to run consecutively, following the termination of this Agreement, or any renewals.

Payment. Terms of payment are net 30 days from date of invoice unless differing terms are stated in the quotation or service order. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work.

Force Majeure. Ci shall not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic (including, without limitation, cases of illness or condition, communicable or non-communicable, caused by bioterrorism, pandemic influenza, or novel and highly infectious viruses, agents or biological toxins), pandemics, disease, quarantine restrictions, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, fuel, carrier or labor shortages, natural catastrophes, governmental acts or omissions, new or increased tariffs, duties or related costs, trade policy, sanctions, import/export restrictions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall include changes in market prices or conditions resulting from any of the foregoing which causes financial distress or the inability of Ci to make a profit or avoid a financial loss. The obligations and rights of Ci will be extended on a day-to-day basis for the period of time reasonably necessary to overcome the effects of the underlying cause of the delay; provided however, if such period extends beyond sixty (60) days Ci may cancel the agreement.

Default. Failure of Customer to make payments or to perform any other condition of these Terms and Conditions shall constitute a default hereunder and breach of the affected Order(s) placed hereunder.

In addition, the occurrence of any of the following events shall constitute a default of all Orders placed hereunder: (1) a receiver, trustee or liquidator of Customer is appointed for any of its properties or assets; (2) Customer becomes insolvent or admits in writing its inability to pay its debts as they mature; (3) Customer makes a general assignment for the benefit of creditors; (4) a petition for the reorganization of Customer or an arrangement with its creditors, or readjustment of its debt or its dissolution or liquidation or similar relief is filed by or against Customer under any law or statute; (5) Customer ceases doing business or commences dissolution or liquidation.

In case of default, Ci may cancel the defaulted Order(s), declare the entire amount of any unpaid commitment and any other charges immediately due and payable and use all available remedies, including but not limited to court costs, to be borne by Customer.

Ci reserves the right to impose a late payment charge of one and one half percent (1 1/2%) per month, but not in excess of the lawful maximum, on any past due balance in the event the Customer shall fail to pay any charges within fifteen (15) days after same are due and Customer agrees to pay same. In the event the Ci must retain legal counsel in order to collect amounts due under this Agreement including any unpaid interest charges, then such reasonable legal fees, including all fees and costs for appellate proceedings and all fees and costs incurred by Ci in collecting on any judgment shall be payable by Customer. In addition, if payments are not received as described above, Ci reserves the right to suspend Services until payment is received. In the event of a payment default, Customer will be responsible for all of Ci's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

Customer will pay for, and will indemnify and hold Ci harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental

or similar fees), imposed on, in respect of or otherwise associated with the Services. Customer must claim any exemption from such taxes, fees, or charges at the time of purchase and provide Ci with the necessary supporting documentation.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL CI OR ITS SUPPLIERS, SUBCONTRACTORS, MANUFACTURERS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF CI HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY CI BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE SERVICES.

EXCEPT FOR CLAIMS FOR PERSONAL INJURY OR FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY CI'S FAULT OR NEGLIGENCE, CI'S MAXIMUM LIABILITY TO CUSTOMER FOR ANY CLAIM FOR DAMAGES RELATING TO CI'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED TO \$100,000.

CYBERSECURITY DISCLAIMER AND LIMITATION OF LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE INTERNET AND ONLINE SYSTEMS ARE INHERENTLY VULNERABLE TO VARIOUS CYBERSECURITY THREATS, INCLUDING BUT NOT LIMITED TO HACKING, DATA BREACHES, AND OTHER UNAUTHORIZED ACCESS OR ACTIONS ("CYBERSECURITY EVENTS"). CI WILL MAINTAIN A PROACTIVE SECURITY POSTURE BASED ON AN OVERALL MANAGED SERVICE PLAN TO ENSURE THE SYSTEM IS ALIGNED WITH THE MANUFACTURER'S LATEST SECURITY POLICY. IT IS CUSTOMER'S RESPONSIBILITY TO EMPLOY REASONABLE MEASURES TO PROTECT ITS SYSTEMS AND DATA, THIS PLAN INCLUDES THE INSTALLATION AND IMPLEMENTATION OF MAINTENANCE SUPPORT PLANS, OPERATING SYSTEM UPDATES, VIRUS PROTECTION UPDATES, SYSTEM SECURITY UPDATES AND FIREWALL PROTECTED NETWORK CONNECTIVITY. CI WILL MAINTAIN CONSISTENT AND REGULAR DATA BACKUPS OF CRITICAL SYSTEMS IN ORDER TO RESTORE THE SYSTEM IN THE EVENT OF AN INTERNAL OR EXTERNAL CYBER ATTACK. CI WILL PROVIDE BEST EFFORT TO RESTORE SYSTEM OPERATIONS AS QUICKLY AS POSSIBLE, HOWEVER, CI DOES NOT GUARANTEE THE SECURITY OF ANY EQUIPMENT OR ITS SERVICES OR THE PREVENTION OF CYBERSECURITY EVENTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CI SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, COSTS, OR EXPENSES ARISING FROM OR RELATED TO CYBERSECURITY EVENTS, INCLUDING BUT NOT LIMITED TO DATA BREACHES, UNAUTHORIZED ACCESS, LOSS OF DATA, OR ANY OTHER FORM OF CYBER-ATTACK. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER SUCH DAMAGES, LOSSES, COSTS, OR EXPENSES ARISE FROM NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND

REGARDLESS OF WHETHER CI HAD PRIOR KNOWLEDGE OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES AGREE THAT THE ALLOCATION OF RISK AS SET FORTH IN THIS CLAUSE IS AN ESSENTIAL ELEMENT OF THE CONSIDERATION FOR THIS AGREEMENT, AND THAT WITHOUT SUCH LIMITATION OF LIABILITY, THE TERMS AND CONDITIONS HEREIN WOULD BE SUBSTANTIALLY DIFFERENT.

Waiver. No waiver by either Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by either Party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided such provisions still express the intent of the Parties. If the intent of the Parties cannot be preserved, the Agreement shall either be renegotiated or rendered null and void.

Governing Law, Venue, Limitation of Actions. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Parties hereby consent and submit to the exclusive jurisdiction of the appropriate state or federal court serving Indian River County, Florida, as to any dispute or controversy arising either directly or indirectly, under or in connection with this Agreement. No action for breach of this Agreement or any covenant or warranty arising under this Agreement shall be brought more than one year after the cause of action has occurred.

Electronic Delivery and Execution. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same validity, enforceability, and admissibility as original handwritten signatures.

Conflicting Provisions. These Terms and Conditions shall supersede any conflicting provision contained in any purchase order, quotation, or invoice to Customer. Unless otherwise agreed in writing, nothing contained in any purchase order, quotation or invoice shall in any way modify or add any provision to these Terms and Conditions.

Order of Precedence.

1. These Terms & Conditions
2. Purchase Order
3. Other Contract Documents

EXHIBIT A

AVAILABLE SERVICE(S)

The Schedules checked below together with this Agreement shall govern Orders placed hereunder for the selected Service(s):

- ☐ Schedule A Annual Maintenance
- ☐ Schedule B Preventative Maintenance
- ☐ Schedule C Professional Services
- ☐ Schedule D Demand Services
- ☐ Schedule E Specialized Services

SCHEDULE A
ANNUAL MAINTENANCE

1. PURPOSE

This Schedule establishes Ci's responsibilities for Annual Maintenance.

2.. SCOPE OF WORK

For purposes of this Schedule A the following scope of work shall apply:

1.

3. CUSTOMER'S RESPONSIBILITY

4. PRICING

5. RENEWAL

For each renewal Term, the pricing set forth above, shall be adjusted each year based on the US Consumer Price Index (CPI) found at the US Bureau of Labor Statistics web stie, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "Feb" under the current year. This percent number is a twelve-month percent change for the "South Urban" region over the last twelve months as reflected in February.

SCHEDULE B

PREVENTATIVE MAINTENANCE

1. SERVICE DESCRIPTION

This Schedule establishes Ci's responsibilities for Preventative Maintenance.

2.. SCOPE OF WORK

For purposes of this Schedule B the following scope of work shall apply:

1.

3. CUSTOMER'S RESPONSIBILITY

4. PRICING

5. RENEWAL

For each renewal Term, the pricing set forth above, shall be adjusted each year based on the US Consumer Price Index (CPI) found at the US Bureau of Labor Statistics web stie, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "Feb" under the current year. This percent number is a twelve-month percent change for the "South Urban" region over the last twelve months as reflected in February.

SCHEDULE C

PROFESSIONAL SERVICES

1. SCOPE OF WORK

For purposes of this Schedule C the following scope of work shall apply:

1.

3. CUSTOMER'S RESPONSIBILITY

4. PRICING

5. RENEWAL

For each renewal Term, the pricing set forth above, shall be adjusted each year based on the US Consumer Price Index (CPI) found at the US Bureau of Labor Statistics web stie, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "Feb" under the current year. This percent number is a twelve-month percent change for the "South Urban" region over the last twelve months as reflected in February.

SCHEDULE D

DEMAND SERVICES

1. SERVICE DESCRIPTION

Services provided by Ci, which are not part of the Annual Maintenance Services or Preventative Maintenance Services.

2.. SCOPE OF WORK

For purposes of this Schedule A the following scope of work shall apply:

1.

3. CUSTOMER'S RESPONSIBILITY

4. PRICING

5. RENEWAL

For each renewal Term, the pricing set forth above, shall be adjusted each year based on the US Consumer Price Index (CPI) found at the US Bureau of Labor Statistics web stie, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "Feb" under the current year. This percent number is a twelve-month percent change for the "South Urban" region over the last twelve months as reflected in February.

SCHEDULE E
SPECIALIZED SERVICES

1. SERVICE DESCRIPTION

2.. SCOPE OF WORK

For purposes of this Schedule E the following scope of work shall apply:

1.

3. CUSTOMER'S RESPONSIBILITY

4. PRICING

5. RENEWAL

For each renewal Term, the pricing set forth above, shall be adjusted each year based on the US Consumer Price Index (CPI) found at the US Bureau of Labor Statistics web stie, under the “South Urban” region of the United States map. The number used for adjustment will be the index number for “Feb” under the current year. This percent number is a twelve-month percent change for the “South Urban” region over the last twelve months as reflected in February.