

CyberReef Managed Services Terms & Conditions

1. Definitions:

- 1.1. Authorized Use: The use of the Managed Services that is permitted under these Terms and Conditions.
- 1.2. Legal Notice: Notice given in accordance with the requirements for “Legal Notices” set forth in the “Notices” section below.
- 1.3. Machine-to-Machine or M2M: The transmission of data using the wireless service between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.
- 1.4. Managed Service: The proprietary data control, management, and security services provided by CyberReef.
- 1.5. MTN: Mobile Telephone Number
- 1.6. PRL: Preferred Roaming List

2. Authorized Use and Fraudulent Use:

- 2.1. CyberReef shall provide Managed Service to Customer only under the terms and conditions set forth herein.
- 2.2. Use of wireless service for Remote Medical Monitoring Prohibited: Customer shall not use the Managed Service for remote medical monitoring which, if agreed to by the Parties, would require additional terms and conditions.

3. Acknowledgement:

Customer acknowledges and agrees:

- 3.1. CyberReef may at any time be engaged directly or indirectly, including through or in connection with products and services of its other customers, in soliciting actual or prospective customers for Managed Service or other services, products, or equipment that could be the same as, or similar to, and compete with a Customer Product or Service.
- 3.2. Customer has had the opportunity to independently investigate the Managed Service for use in connection with the Customer Product or Service and the Authorized Use and is not relying on any representation, guarantee, or statement of CyberReef.
- 3.3. CyberReef does not sell hardware but works with partners that do provide equipment to our customers.

4. Purchases by Customer or Authorized Contact(s):

Customer shall identify representatives authorized to purchase Managed Service under these Terms and Conditions and to act on its behalf (“Authorized Contact(s)”) by providing their name(s), telephone number(s), and business and e-mail address (es) in writing to CyberReef. Customer’s initial Authorized

Contact(s) may be identified on the first page of these Terms and Conditions. An Authorized Contact shall have full authority to handle all matters contemplated by the Terms and Conditions or relating to Customer's account(s), unless otherwise specified by Customer in writing to CyberReef. Customer may elect to designate a third party as an Authorized Contact provided it complies with the requirements set forth in the "Customer's Use of Third Parties" section below.

The Authorized contact is deemed to be the signer of this document or his designated replacement if that individual has departed the Customer's Business or has changed jobs within Customer's Business. Additionally, the Customer may list additional approvers. Please add those individuals below:

Printed Name	Title	Contact Email	Contact Phone

5. Customer Billing and Payments:

5.1. Bills: CyberReef bills will be made available on a monthly, quarterly, or yearly basis, and Customer shall pay all fees and charges, including any applicable Taxes and Surcharges. Access fees and feature charges are generally billed in advance, while airtime overage and other usage charges are billed in arrears. Billing cycles vary and may not correspond to calendar months. CyberReef provides billing for third parties, and charges for third party services and applications may be placed on Customer's bill. Customer has the option, at no cost, to block or restrict access to third-party services or applications that may involve a charge being placed on Customer's bill. Customer shall pay all charges attributable to End User use of the Managed Service.

5.2. Payment Terms: Customer shall pay all undisputed charges within 30-days of the date of each bill. Past due amounts shall be, to the extent permitted by the law of the state where Customer's billing address is located, subject to a late payment fee of 1½% per month (18% annually) or \$5 per month, whichever is greater. If payment by check or similar negotiable instrument is returned by a bank for any reason, CyberReef will charge Customer a returned check fee.

5.3. Disputed Charges: In the event of disputed charges, Customer must, as soon as practicable following identification of such dispute, provide written notice to CyberReef, which shall include the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. Customer has 180 days from the due date of the bill to notify CyberReef of a disputed charge. The Parties will use their good faith efforts to reconcile any disputed charges within 60 days of the date of notification, after which the Parties may invoke the process set forth in the "Dispute Resolution" section below.

5.4. Failure to Pay: CyberReef may, upon prior written notice to Customer, suspend or terminate Managed Service or deny additional use of the Managed Service due to Customer's failure to either make payment or dispute charges in accordance with the foregoing provisions regardless of any deposit provided by Customer. If CyberReef sends Customer's account to a collection agency, CyberReef may

also charge Customer for any fees that CyberReef is charged by the collection agency, if it is permitted by the law of the state where Customer's billing address is located.

5.5. Billing Auto-Renewal. Billing shall automatically renew for subsequent periods of the same length as defined in the quote unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current recurring billing period.

6. Taxes, Surcharges and Exemptions:

If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected by CyberReef (each, a "Tax"), or a serving carrier charges Tax on a roaming call, then CyberReef may bill such Tax to Customer, and Customer shall pay such Tax. If CyberReef incurs a tax (other than a net income tax) or other expense to comply with legal or governmental requirements, or other expense to provide or improve service to its customers, and CyberReef bills a surcharge to recover or offset the cost of such expense (a "Surcharge"), then Customer shall pay such Surcharge. Taxes and Surcharges may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Customer provides CyberReef with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to CyberReef, then that specific Tax will not be collected from Customer. If an exemption applied by CyberReef at Customer's request is found not to apply, then Customer shall upon demand pay CyberReef the uncollected Tax and all related interest, penalties and additions to the Tax. CyberReef shall not issue credits for a Tax that is billed prior to CyberReef's receipt of evidence of exemption.

7. Bankruptcy/Insolvency/Creditworthiness:

Either Party may terminate these Terms and Conditions upon Legal Notice if:

- a) The other Party makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature;
- b) A trustee or receiver of any substantial part of the other Party's assets is appointed by any court; or
- c) A proceeding is instituted under any provision of the Federal Bankruptcy Laws by or against the other Party, and such proceeding is acquiesced in or is not dismissed within 60 days or results in an adjudication in bankruptcy.

Notwithstanding the above, Customer's right to terminate pursuant to this section may only be invoked if CyberReef is unable to provide Customer with Managed Service under these Terms and Conditions because of the foregoing. If Customer terminates the Service pursuant to this section, it shall not be relieved of its obligation to pay for any Managed Service used. At any time during the term of these Terms and Conditions, CyberReef may require Customer to provide a deposit to secure payment based upon Customer's creditworthiness or payment history with CyberReef. Any such deposit shall not relieve Customer of its obligation to pay any CyberReef bills. CyberReef shall pay any interest required by law on such deposit.

8. Limitation of Liability:

CyberReef and its affiliates and contractors will have no liability to customer or any end user:

a) If changes in the wireless service or in the CyberReef network, system, operations, equipment, policies or procedures render obsolete or outdated any equipment, hardware, devices or software provided by the customers to end users in conjunction with their use of the customer product or service; CyberReef will supply customer 60 days' notice of any such situation once notified by Verizon.

b) For any causes of action, losses or damages of any kind whatsoever arising out of

(I) Failures or defects in the CyberReef network or systems,

(II) Use of the customers product or service or customer's equipment, or

(III) Disabling of equipment pursuant to section 5.

c) For any injury to persons or property, losses (including any loss of business), damages, claims or demands of any kind or nature, including, but not limited to, use or inability to use the Managed Service or wireless service, equipment, reliance by any end user or customer on any data provided or obtained through use of the wireless service or equipment, any interruption, defect, error, virus, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with these terms and conditions.

In no event shall CyberReef or its vendors be liable for losses, damages, claims or expenses of any kind arising out of the use or attempted use of, or inability to access, life support or monitoring systems or devices, 911 or E911, or other emergency number or services.

9. Limitation of Damages:

In no event shall CyberReef, its affiliates and contractors be liable to customer, any end user, or any of their respective employees or agents, or any third party, for any indirect, incidental, special, consequential or punitive damages.

10. Indemnification:

10.1. Mutual Indemnification: Each Party shall defend, indemnify, and hold harmless the other Party from any and all losses and damages claimed by a third party in any action or proceeding, against the indemnified Party alleging bodily injury (including death) or damage to property, caused by or alleged to have been caused by the negligence or other wrongful acts or omissions of the indemnifying Party, its employees and authorized agents while on the other Party's premises, including any final monetary judgments, settlements, reasonable costs and reasonable attorneys' fees awarded therein.

10.2. Customer Indemnity: CyberReef shall not be liable for, and Customer shall defend, indemnify, hold harmless, and forever discharge CyberReef from all damages (including personal injury or death and damage to property), claims, actions, losses, liabilities, and other expenses (including reasonable attorneys' fees), regardless of the time when they occur, that arise out of any action brought by an End User or other third party in connection with:

a) Its or Customer's use of Managed Service or the Customer Product or Service (used independently or in conjunction with the Managed Service) or any Equipment or software used in conjunction therewith,

b) Communications with End Users

11. Notice and Defense:

The Party seeking indemnification shall:

- a) Provide the other Party with prompt Legal Notice of the claim;
- b) Allow the indemnifying Party to control the defense and settlement of the claim, provided, however, that the indemnifying Party shall not agree to any injunctive relief or settlement that obligates the indemnified Party to perform any obligation, make an admission of guilt, fault or culpability, or incur any expense, without such indemnified Party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned;
- c) Have the right to obtain its own counsel at its own expense; and
- d) Provide reasonable cooperation to the indemnifying Party.

12. Violation of Authorized Use:

If CyberReef determines that Managed Service has been used in a manner not permitted by the Authorized Use policy in section 1.1, and Customer fails to cure such violation within thirty (30) days following Legal Notice from CyberReef informing Customer of such violation, then, in addition to such other rights as CyberReef may have under these Terms and Conditions or at law or in equity, CyberReef shall have the following rights:

- a) To suspend or terminate such Managed Service on notice to Customer;
- b) To retroactively bill Customer charges for such Managed Service at CyberReef's standard non-discounted rates applicable to services used in the manner such Managed Services were used by Customer. Such charges shall be paid by Customer within thirty (30) days of the date of CyberReef's bill.
- c) If Customer continues using Managed Services other than for the Authorized Use, CyberReef may deny such usage by Customer.

13. Dispute Resolution and Mandatory Arbitration:

Should a dispute arise under these Terms and Conditions; the Parties shall meet within 30 days after Legal Notice of such dispute is given to attempt to resolve the matter in good faith. Thereafter, the Parties agree to arbitrate any dispute arising out of these Terms and Conditions. Such arbitration shall be held before an independent arbitrator pursuant to the Wireless Industry Arbitration ("WIA") rules in effect at the time of the dispute, as modified by these Terms and Conditions and administered by the American Arbitration Association ("AAA"). The United States Arbitration Act, 9 USC §§1-16, as amended, shall govern the arbitration. In the event of any conflict, the WIA rules shall govern. No arbitration between the Parties may proceed on a class basis or be consolidated with any other arbitration without the written consent of all Parties. If the prohibition on class arbitrations set forth above is deemed unenforceable, then neither Party shall be required to arbitrate. Any award shall be accompanied by a written opinion of the arbitrator giving the reasons for the award and shall be binding

upon the Parties with no right of appeal. If for any reason the provisions of these Terms and Conditions requiring arbitration are declared unenforceable, void, or voidable, or if any action or judicial proceeding is permitted, each Party waives any right it may have to trial by jury. Notwithstanding the above, either Party may seek preliminary and final injunctive relief in the event of the unauthorized disclosure of such Party's Confidential Information or intellectual property infringement.

14. Compliance with Laws:

14.1. Customer shall comply with all federal, state and local laws, treaties, rules, regulations and ordinances applicable to the Customer Product or Service, including

- a) All Federal Communications Commission rules and regulations,
- b) All privacy and security requirements, including those, if applicable, pertaining to medical devices or location-based services, and
- c) All consumer protection rules and regulations. Without limiting the scope of the foregoing, Customer agrees as follows:
 - I) It shall comply with Department of Treasury's Office of Foreign Assets Control (OFAC) regulations to not provide the Managed Service to any individual or entity appearing on the OFAC Specially Designated Nationals (SDN) list or that is the subject of an embargo or sanction;
 - II) All functionality provided by Customer does and will comply in all respects with the Communications Assistance for Law Enforcement Act ("CALEA"). Customer shall certify in writing on each anniversary of the Effective Date or on CyberReef's reasonable request, that it is in compliance with its obligations under this Section;
 - III) Customer shall comply with any federal, state and local laws, rules, regulations or legal requirements.

14.2. If Customer elects to receive government funds,

- I) Customer shall comply in all respects with any and all federal and state laws, rules, regulations and orders that apply to carriers receiving such funds, including, but not limited to, any exempting any certain class of End Users from assessment of any tax, fee, duty, surcharge or other tax-like charge (including, but not limited to, any restriction on the assessment of universal service fund surcharges or number portability fees against qualified, low-income subscribers),
- II) CyberReef shall have no obligation to Customer to make modifications or changes to any of its processes or procedures, the Managed Service or the CyberReef network used by Customer, in satisfaction of any federal or state requirements related to receipt of government funds, and
- III) CyberReef shall have no obligation to Customer to furnish, maintain or retain information in satisfaction of any federal or state requirements related to Customer's

receipt of government funds in the form of reports, records, maps, certifications, documentation or other forms of data.

15. Confidential Information:

15.1. Use and Disclosure: Each Party shall hold in confidence Confidential Information received from the other Party from the Commencement Date and a period of 2 years thereafter. "Confidential Information" means information (in written, graphic, oral or other tangible or intangible form) concerning the disclosing party's business, customers, products, services, trade secrets and personnel, and designated as confidential by the disclosing party (if tangible information) by conspicuous markings or (if oral information) by announcement at the time of initial disclosure and written documentation thereof within 30 days thereafter, or if not so marked or announced and documented should reasonably have been understood as being confidential information of the disclosing party either because of other legends or markings, the circumstances of disclosure or the nature of the information itself.

Confidential Information may include proprietary material as well as material subject to and protected by laws regarding secrecy of communications or trade secrets and may include information acquired by the disclosing party from a third party under an obligation of confidentiality. Confidential Information also shall include the pricing and other terms and conditions of these Terms and Conditions, which both Parties shall be required to hold in confidence. Neither Party shall disclose Confidential Information of the other Party to any third party or use Confidential Information of the other Party for any purpose other than as specified in these Terms and Conditions. The Parties may disclose Confidential Information of the other Party to their agents that have a need to know under these Terms and Conditions and are bound by non-disclosure obligations that are substantially similar to those set forth herein. Customer's agents are subject to the additional requirements set forth in the "Customer's Use of Third Parties" section below. Notwithstanding anything to the contrary set forth herein, Customer must obtain CyberReef's written permission prior to disclosing any Confidential Information of CyberReef to any direct competitor of CyberReef.

15.2. General Exclusions: The foregoing restrictions shall not apply to information to the extent that it:

- a) Is or becomes publicly available through no act or omission of the receiving Party;
- b) Was already in the lawful possession of the receiving Party without an obligation of confidentiality;
- c) Is lawfully disclosed to the receiving Party by a third party without restriction;
- d) Is required to be disclosed by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process;
- e) Is approved in writing by the disclosing Party for further disclosure;
- f) Is independently developed without reference to the Confidential Information and is so documented by the receiving Party; or
- g) Is required to port telephone numbers.
- h) Is required by local state legislature such as the Public Records Act in each state.

CyberReef shall not be deemed to have received Confidential Information of Customer solely because Customer receives, transmits, obtains or otherwise exchanges such information through the use of the Managed Service, or any other CyberReef service to Customer involving the hosting, transport or other similar handling of such information.

15.3. Permitted Usage and Disclosure of Confidential Information: Nothing contained herein shall prevent either Party from using or disclosing Confidential Information for the purposes of disclosing general information about these Terms and Conditions in limited internal announcements to its employees.

16. Marks:

16.1. Customer hereby acknowledges that the CyberReef owned and/or licensed name(s), trademarks, and service marks ("CyberReef Marks") are the sole property of CyberReef and/or its parents or affiliates, and are good, valid, and enforceable in law and equity. Customer shall not challenge or assist in challenging the validity of registrations thereof, or engage in any activities or commit any acts, directly or indirectly, which may contest, dispute or otherwise impair the right, title and interest of CyberReef or its parents or affiliates therein. Customer neither has nor shall acquire, any right, title or interest in or to the CyberReef Marks.

16.2. Customer shall not use any of the CyberReef Marks, or any language from which the CyberReef Marks may be inferred or implied, for any reason unless CyberReef has expressly approved such usage in writing in advance. Any unauthorized direct or implied use of the CyberReef Marks by Customer shall be a material breach of these Terms and Conditions and shall constitute an infringement of the CyberReef Marks.

17. Customer's Use of Third Parties:

Customer may employ third parties to make purchases, act as an Authorized Contact or perform other telecommunications management services under these Terms and Conditions, subject to the following:

- a) Customer must notify CyberReef in writing prior to use of a third party and identify the scope of such third party's authority;
- b) Customer grants CyberReef permission to disclose to such third party any information relating to the Terms and Conditions or Customer's account(s);
- c) Such third party must be bound by confidentiality obligations that are substantially similar to those in these Terms and Conditions;
- d) CyberReef reserves the right to require such third party to enter into a non-disclosure agreement with CyberReef; and
- e) Customer's right to terminate the Service shall remain solely with Customer.

18. No Agency:

The Parties are independent contractors. Customer is not authorized to act as an agent for or legal representative of CyberReef and does not have and shall not represent that it has any authority to assume or create any obligation on behalf of CyberReef.

19. Assignment:

Provided an assignee possesses the financial and operational capabilities to perform under these Terms and Conditions and agrees in writing to assume and fully discharge all of the duties and obligations of the assignor arising under these Terms and Conditions, either Party may assign these Terms and Conditions in its entirety, without the other Party's consent, to either of the following:

- a) Any entity that controls, is controlled by or is under common control with the assigning Party;
- b) A successor in interest to all or substantially all of the assets and business of the assigning Party.

Customer may not assign its rights or delegate its duties under these Terms and Conditions to any direct competitor of CyberReef without the prior written consent of CyberReef. Except for the foregoing, neither Party may assign its rights under these Terms and Conditions to any other entity without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed or conditioned. Subject to the provisions of this section, these Terms and Conditions shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties hereto.

20. Termination:

Except as otherwise expressly stated in these Terms and Conditions, either Party shall have the right to terminate the Service for default if

- a) The defaulting Party fails to comply with any material term, condition, or obligation of these Terms and Conditions;
- b) The non-defaulting Party provides Legal Notice to the defaulting Party specifying the default; and
- c) The defaulting Party fails to cure such default within thirty (30) days after receipt of such notice. If the defaulting Party has commenced to cure the default but it cannot reasonably be cured within the thirty (30) day period, then the non-defaulting Party may not terminate the Service as long as the defaulting Party takes appropriate steps to cure the default at the earliest reasonable time.

21. Force Majeure:

Any failure of CyberReef or Customer to perform hereunder shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond CyberReef's or Customer's reasonable control.

22. Notices:

Whenever these Terms and Conditions calls for a “Legal Notice” to be given, notice shall be given in writing and shall be valid and sufficient if dispatched by:

- a) Registered or certified mail, postage prepaid,
- b) Hand delivery or
- c) A nationally recognized express courier. Notice to Customer may be made to Customer’s designated Authorized Contact(s). Any notice given in accordance with the foregoing requirements shall be deemed effective upon delivery. All other notices and communications related to these Terms and Conditions may be made via mail or e-mail to an Authorized Contact, mail to the billing address on the account, and/or message with Customer’s monthly bill.
- d) addressed to the signer of this document or his designated replacement if no longer with the company.

23. Governing Law, Venue and Jurisdiction:

Subject to the provisions of the “Dispute Resolution and Mandatory Arbitration” section above, the validity, construction and performance of these Terms and Conditions shall be governed and interpreted in accordance with the laws of the State of Louisiana, without reference to its conflict of laws or other rules that would require the application of the laws of another jurisdiction. Each Party submits to personal jurisdiction exclusively in Louisiana and waives all objections to a Louisiana venue.

24. Counterparts and Admissibility of Copies:

These Terms and Conditions may be executed in counterparts each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument. An electronic or facsimile copy of the executed Terms and Conditions or counterpart shall be deemed and shall have the same legal force and effect as, an original document.

25. No Waiver:

Any forbearance or delay on the part of either Party in enforcing any rights under these Terms and Conditions shall not be construed as a waiver of such rights. Any grant of a waiver in one instance shall not be construed as a continuing waiver in all similar instances. No provision of these Terms and Conditions shall be considered waived unless expressly waived in writing, signed by the party against whom enforcement of such provision is sought.

26. Severability:

If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms and Conditions shall remain in full force and effect. Moreover, the Parties agree that the invalid, illegal or unenforceable provision shall be enforced to the maximum extent permitted by law in accordance with the intention of the Parties as expressed by such provision.

27. CyberReef Support Policy:

See attachment A.

28. M2M Service Plan:

See attachment B.

29. CyberReef UptimePlus:

See attachment C for additional Terms & Conditions specific only to UptimePlus Service.

30. Survival:

Termination of the Service shall not affect either Party's accrued rights or obligations under these Terms and Conditions as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after the Service has ended.

31. Terms and Conditions, including all attachments:

These Terms and Conditions including any attachments and the terms and conditions of any Managed Services, options, features, and applications (collectively, "Service Offerings") selected by Customer, constitute the entire agreement between the Parties with respect to the subject matter hereof. These terms and conditions shall prevail over any conflicting terms and conditions of a Service Offering, except for terms and conditions that are specific to the use of the selected service. These Terms and Conditions shall not be amended or modified without specific written agreement signed by both Parties. In no event shall any terms and conditions be added or modified by purchase order.

The Customer or Customer's duly authorized representative(s) agrees to these Terms & Conditions as of the date set forth below:

Company Name: _____

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT A:

CyberReef Support Policy

Hours of Operation

Central Standard Time applies. CyberReef normal support hours are 7AM to 8 PM Central Time Zone. For any planned shutdown of any private network resource, CyberReef customers will be notified via e-mail at least 24 hours in advance.

Reporting Procedure

For failures with any of CyberReef services during non-business hours, the automated operator should be contacted at **251-279-0749** and leave a voicemail. The voicemail will be forwarded to the CyberReef Tech team.

Please see below our definitions of Call-in Classifications.

Critical – Network/Server or critical use Modem – response in an hour or less

Major – A device connection issue with non-critical equipment 12-24 hours

Minor – Data usage report or general information questions – 24 hours

For non-critical reported problems, (**Major** or **Minor**) the tech team will handle the next business day of after hours.

After Hours Support Policy

CyberReef is committed to making available critical private network and bandwidth management server resources to our customers 24/7. Our team will provide on-call support coverage in the event of unexpected failure or significant problems with **critical** resources during non-business hours. For a **critical** issue, support will be available 24/7.

Resolution of any problem during non-business hours may be dependent upon the nature of the problem and the availability of resources or service and parts from third party vendors. CyberReef will assess a reported problem and determine a reasonable resolution plan based upon the severity of the problem and resources required. CyberReef will work to resolve the problem as quickly as possible. For a problem that requires more than four hours to resolve, a status message will be forwarded to our private network customer's point of contact.

ATTACHMENT B:

M2M Service Plan

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

International Access Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.004/KB or \$4.10/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.01/KB or \$10.24/MB. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.04/KB or \$40.96/MB.

A data session is inactive when no data is being transferred and may seem inactive while data is actively being transferred to a device or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether such data is actually received. CyberReef will not be liable for problems receiving Service that result from Customer's device.

ATTACHMENT C:

Terms & Conditions ONLY applicable to “UptimePlus” Service

UptimePlus: Unlimited Rate Plan

1. UptimePlus (UT+) - Unlimited is a backup service and is not intended to provide primary connectivity.
2. UT+ is an unlimited backup service for organizations of all sizes including SMBs, multi-location, large enterprises, etc.
3. CyberReef’s UT+ is based on a simple premise, when the system is not in failover it is not transmitting data. This includes pinging. CyberReef prefers the implementation method where the CyberReef provided Cradlepoint hardware, or hardware in use provided by the customer, makes the decision on when to fail over. This allows for the customer firewall (when used) not to require a ping to ensure the path is up. In cases when the failover decision is being made by the firewall, the firewall should ping no more than once each 4 hours, if at all.
4. UT+ utilizes web filtering to allow and block ¹website categories.
5. Blocked categories:
 - a. Abortion
 - b. Abused Drugs
 - c. Adult
 - d. Alcohol and Tobacco
 - e. Command and Control
 - f. Copyright Infringement
 - g. Dating
 - h. Dynamic DNS
 - i. Extremism
 - j. Gambling
 - k. Games
 - l. Hacking
 - m. Insufficient Content
 - n. Malware
 - o. Music
 - p. Nudity
 - q. Parked
 - r. Peer-to-Peer
 - s. Personal Sites and Blogs
 - t. Philosophy and Political Advocacy
 - u. Phishing
 - v. Proxy Avoidance and Anonymizers
 - w. Questionable
 - x. Recreation and Hobbies
 - y. Sex Education
 - z. Shareware and Freeware
 - aa. Social Networking

- bb. Sports
 - cc. Streaming Media
 - dd. Swimsuits and Intimate Apparel
 - ee. Weapons
 - ff. Web Advertisements
6. UT+ provides alerts of failover to designated customer contact(s) and CyberReef expects primary connectivity to be restored within 24-hours.
7. If primary connectivity is not restored within 24-hours, at its discretion, CyberReef may bill customer \$10/GB for data consumption over 10GB.
8. Allowed Categories:
- a. Auctions
 - b. Business and Economy
 - c. Computer and Internet Info
 - d. Content Delivery Networks
 - e. Educational Institutions
 - f. Entertainment and Arts
 - g. Financial Services
 - h. Government
 - i. Health and Medicine
 - j. Home and Garden
 - k. Hunting and Fishing
 - l. Internet Communications and Telephony
 - m. Internet Portals
 - n. Job Search
 - o. Legal
 - p. Motor Vehicles
 - q. News
 - r. Not Resolved
 - s. Online Storage and Backup
 - t. Private IP Addresses
 - u. Real Estate
 - v. Reference and Research
 - w. Religion
 - x. Search Engines
 - y. Shopping
 - z. Society
 - aa. Stock Advice and Tools
 - bb. Training and Tools
 - cc. Translation
 - dd. Travel
 - ee. Unknown
 - ff. Web-based Email
 - gg. Web Hosting

Rate Plan Options

SERVICE	PRICE	SELECT
UptimePlus (UT+) Service Only <i>One-time activation fee per SIM: \$25</i>	\$19.99 per line/month Payable annually: \$264.88* Due with first invoice	<input type="checkbox"/>
UptimePlus (UT+) with Cradlepoint LTE-A Compatible Hardware <i>One-time activation & hardware setup fee per SIM/device: \$50</i> <i>3-year term with \$250 early termination fee</i>	\$49.99 per line/month Payable annually: \$649.88** Due with first invoice	<input type="checkbox"/>

* Includes one-time activation fee per SIM of \$25.

** Includes one-time activation and hardware setup fee per SIM / device of \$50.