

# Communications International, Inc.

## Terms and Conditions

### Equipment

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 the “Parties”. By ordering any “Equipment” (as defined below) from Ci, Customer accepts these Terms and Conditions.

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 procured hereunder. “Equipment” means the equipment listed on Exhibit A to be supplied by Ci under this Agreement 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 Equipment to be purchased and Software to be licensed.
2. Quantity of each item of Equipment or Software.
3. Unit installation price for each item (if applicable).
4. Unit purchase price for each item.
5. Requested delivery date.
6. Shipping location and Customer prime contact at shipping location.
7. Billing address and billing contact.
8. Any additional required Ci services. and their respective charges.

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 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 to Equipment 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.

Ci reserves and Customer grants a purchase money security interest in any Equipment shipped hereunder and the Customer agrees to do all acts necessary to perfect and maintain such right and security interest of Ci. Customer irrevocably authorizes Ci to execute and file in any jurisdiction any financing statement or amendment thereto to perfect (or continue the perfection of) Ci’s security interest.

**WARRANTY. ALL EQUIPMENT FURNISHED HEREUNDER IS WARRANTED UNDER THE EQUIPMENT MANUFACTURER’S WARRANTY. THE EQUIPMENT MANUFACTURER’S WARRANTIES SHALL BE PROVIDED BY CI UPON REQUEST.**

**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.**

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, firm ware 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.

**EXCLUSIVE REMEDIES. DURING THE WARRANTY PERIOD, IF THE EQUIPMENT DOES NOT CONFORM TO THE MANUFACTURER’S SPECIFICATIONS OR IF THE EQUIPMENT CONTAINS DEFECTS IN MATERIALS OR WORKMANSHIP AT THE TIME OF SALE THE EQUIPMENT MANUFACTURER’S REMEDIES ARE SET FORTH IN THE MANUFACTURER’S WARRANTIES WHICH ARE AVAILABLE UPON REQUEST.**

**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.**

Payment. Terms of payment are net 30 days from date of invoice unless differing terms are specifically agreed in writing between the Parties.

Force Majeure. Neither Party shall be deemed in default of this Agreement, except for the payment of monies owed, to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, landslides, lightning, hurricane, fires, storms, floods, washouts, arrest and restraints of governments and people, or civil disturbances or any law, regulation, ordinance, or requirements of any government or subdivision thereof, including without limitation the Federal Communications Commission or its authorized carriers, or any other circumstances beyond the reasonable control of the Parties, provided that such Party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable then the obligation of performance shall be suspended during the continuance of such Force Majeure occurrence. The obligations and rights of the Party so excused 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.

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 to take possession and remove any Equipment with all costs, including attorneys' and all costs of collection, including but not limited to court costs, to be borne by Customer. Ci's right to recover possession of the any Equipment or Software is in addition to all other available remedies at law or in equity.

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 retains 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.

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 Equipment. Customer must claim any exemption from such taxes, fees, or charges at the time of purchase and provide Ci with the necessary supporting documentation. 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.

**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 EQUIPMENT PROVIDED.**

**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"). IT IS CUSTOMER'S RESPONSIBILITY TO EMPLOY REASONABLE MEASURES TO PROTECT ITS SYSTEMS AND DATA, CI DOES NOT GUARANTEE THE SECURITY OF THE 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 specifically 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  
EQUIPMENT