

Synergy Unlimited Plans Services Addendum and Exhibits



1. TERM

The term of this services addendum (the "Services Addendum") shall commence on the Effective Date and will continue for the Term of the Order and Agreement that incorporates this Services Addendum. This Services Addendum may be renewed from time to time. Capitalized terms not defined in Exhibit 1 attached to this Services Addendum have the meanings ascribed to them in the Agreement or Order.

2. COMMERCIAL PRICING INFORMATION AND EXPLANATORY GUIDELINES

Subscriber Activation Fees (One-Time). These fees include the cost of a 64K SIM card, OTA support and provisioning. Customer shall have up to 6 months to activate a SIM after the SIM has been received by the Customer.

System Access Fees (SAF) and Monthly Recurring Charge (MRC). SAF or MRC are monthly fixed rates applicable to all Pay Per Use Plan(s) and Plan bundles. The SAF or MRC rates are charged in advance for the next billing period with the total amount billed based upon the number of devices that are active at the end of the then-current billing period. Pro-rated SAF and MRC-based charges will be applied for newly activated devices mid-billing period based on how many days each device was active during such billing period. Depending on the operator plan, suspended devices may be subject to monthly SAF and MRC-based charges. SAF and MRC-based charges are not prorated when devices are deactivated. SAF and MRC-based charges will not be charged to non-active device.

Airtime Fees (Packet Data Services). For clarity, a description of counting method is shown. The Customer is charged for a) total pooled usage for each contracted Service type, and there is no requirement for this to be associated with individual, identifiable SIMs in use or b) Per SIM usage bundle, where the Customer has purchased a fixed amount of pre-subscribed usage on a per SIM basis, and any usage above the pre-subscribed amount is charged as a usage overage charge. One (1) megabyte (MB) is equal to 1,024 Kilobytes. Data transmission will be calculated on a per byte basis and is subject to rounding as follows: By session, defined as an opened and then closed PDP context within the Underlying Carrier network.

Data is calculated by rounding up to the next whole kilobyte upon the termination of any PDP context and/or once every 24 hours if at least one (1) byte of data is passed during the day.

Synergy Wireless Broadband (SWB) data plans are only available for 4G/5G/5G+ certified devices only. 5G devices must be activated on 5G rate plans only. In order to utilize appropriate technology, the devices must be provisioned with the corresponding rate plan and network Feature at activation. A valid device identifier (IMEI) is required at activation in order to check rate plan and device eligibility. Customer shall refer to Exhibit 3 for detailed terms and conditions.

Offnet Usage. Usage incurred in coverage areas not provided by Underlying Carrier. Usage is limited to 100MB, or 20% of total usage per device during the current billing period. Excessive offnet use of 100MB may incur loss of data access for the remainder of the current billing period. Customer understands and acknowledges that the Underlying Carrier may not have their own network coverage in certain areas and provides coverage through its off-network partner. SWB plans must be used on Underlying Carrier's wireless network coverage area within the continental U.S. ("Domestic Coverage Area") only.

3. FEES; INVOICING

(a) **Fees.** In exchange for the provision of the Services, Customer shall pay SYNERGY the Fees set out in a mutually accepted Order. Fees are non-cancelable and nonrefundable. SYNERGY shall not increase any Fees during the Initial Term, unless SYNERGY's service costs charged by Underlying Carrier increases during the Initial Term, in which event such changes may only be made upon thirty (30) days' prior written notice. Such changes will be provided in writing to the address and name shown in the Agreement, and be deemed as a modification to this Services Addendum.

(b) **Invoicing.** SYNERGY will invoice Customer for Fees (including, without limitation, roaming charges) on a monthly basis (i) in advance for all fixed Fees and (ii) in arrears for all other Fees (including Fees that for Airtime previously incurred but not billed).

(c) **Data Usage Records.** For the purposes of disputed Fees in connection with the Services pursuant to the Agreement terms and conditions, Data Usage Records shall be deemed to be accurate and conclusive between the parties in respect of such dispute. If Customer remains in default for invoiced amounts after SYNERGY has provided appropriate Data Usage Records, then SYNERGY shall have the right to suspend Subscribers or terminate the Services pursuant to the Agreement terms and conditions.

4. PLATFORM DATA ALERTS

SYNERGY makes available certain features within the Platform that are designed to permit Customer to track and manage the Services and related data usage levels, including setting thresholds for alerts and other actions ("**Data Alerts**"). Customer acknowledges that the Data Alerts rely on an approximation of current usage levels pursuant to the Call Detail Records and may be subject to latency and reporting delays of the Underlying Carrier beyond the control of SYNERGY. Due to potential system limitations, including customer applications and devices, SYNERGY does not guarantee that schedule Data Alerts and any related actions will be executed in real or near real time. Customer acknowledges that a Device in session may incur significant overages charges before a Data Alert can be successfully executed, and that failure of a Data Alert to immediately suspend or report a Device for overuse will not be grounds to dispute overage charges incurred by a Device that exceeds any set thresholds or that SYNERGY has breached this Services Addendum.

5. SERVICE COMMITMENTS

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Acknowledgement. Customer acknowledges and agrees that: (a) SYNERGY may interrupt the Services at any time and for any period of time, without any liability on its part, where necessary to prevent the improper or unlawful use of the Network. Customer shall be responsible for all reasonable costs SYNERGY incurs in relation to testing or restoration deemed necessary by SYNERGY, at SYNERGY sole discretion, unless determined to be the fault of SYNERGY; (b) Customers are acquiring Services from SYNERGY for the purpose of personal internet and not for the purposes of re-licensing, resale or redistribution without integration with other products and/or services; (c) unless Customer has entered in a Statement of Work with SYNERGY for professional services, SYNERGY is not responsible for the selection, supply, installation, operation, or maintenance of any Devices or other equipment or software owned or licensed by the Customer and used in connection with the Services; and (d) SYNERGY reserves the right, in its sole discretion and without any obligation, to make improvements to, or correct any errors or omissions in any portion of the Network, which may or may not affect Customer and Subscriber access to the Network.

Access to Service. Customer is responsible for ensuring that Customer and Subscriber access to the Services and Network within the applicable jurisdiction in which Subscribers are operating is in compliance with applicable laws and SYNERGY makes no representations or warranties with respect thereto.

Equipment and Data. SYNERGY obligations under the Agreement or this Services Addendum do not extend to any maintenance, repair, rearrangement, alteration, modification or adjustment which becomes necessary due to, resulting from or in any way related to, damage, misuse or failure on Customer's part. In addition, in the event of the interruption, failure or breakdown of the Services or Network, or the loss or spoiling of Customer's programs or data, SYNERGY makes no warranty that any of them will be restored. Customer assumes full responsibility for backing up Customer's own files and preserving Customer's own data.

Wireless Coverage Availability. Coverage locator maps depict predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including Customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service.

6. INTELLECTUAL PROPERTY

Ownership of SIMs; Restrictions. SYNERGY retains full title to the software and intellectual property contained in the SIMs, and no rights are granted by SYNERGY, whether by implication, estoppel or otherwise, under the Agreement or any Services Addendum unless expressly set out herein or therein. Customer may not, (and may not allow or authorize any third party, including Subscribers, to): (a) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms or file formats or programming or interoperability interfaces of the SIMs; (b) remove any product identification, copyright, or other notices; (c) modify, incorporate into, or with other software create a derivative work of any part of the SIMs; (d) modify or otherwise alter the operation of the SIMs, or program, reprogram, or tamper with the SIMs in any manner; (e) rent, lease, lend or provide commercial hosting services with the SIMs; (f) insert the SIMs into devices bearing an Underlying Carrier mark, or that are purchased from Underlying Carrier that have been packaged with an Underlying Carrier SIM; or (g) provide SIMs, whether separately or together with an approved Device, to any individual or entity other than the expected Subscriber of that SIM and device.

Use of Intellectual Property. Various components, functions, routines and/or portions of the SIMs or Services are protected by intellectual property rights including, but not limited to, designs, copyrights, trade secrets and one or more patents or pending patent applications (collectively, "IPR"), and SYNERGY owns or has the right to provide all such IPR in the manner described herein. Customer is licensed to use such IPR on a nonexclusive basis, if any, only to the extent that such a license is required by Customer to receive the Services and/or install the SIMs on Devices in the manner intended by SYNERGY. No other rights are granted under such IPR and no right to repair or replace the SIMs is intended or provided and specifically, no right of reconstruction or repair is granted.

7. ADDITIONAL TERMS AND CONDITIONS

Required Terms.

(a) Customer expressly acknowledges that SYNERGY has entered into long-term agreements with the Underlying Carrier that require SYNERGY and its resellers to flow-down certain contractual obligations to Subscribers. Accordingly, Customer shall include the terms and conditions in Exhibit 2 in its agreement(s) for Services with Subscribers, and Customer shall indemnify SYNERGY against all losses for any breach of the foregoing obligation.

(b) Customer acknowledges and agrees to the following and also agrees that it will require the same provision from its Subscribers: Unless caused by the negligence of SYNERGY, Customer shall indemnify and hold harmless the Underlying Carrier supplying services to SYNERGY, and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, infringement of copyright, or personal injury or death, arising in any way directly or indirectly in connection with this Services Addendum or the use, failure to use, or inability to use the access telephone number. This indemnity shall survive the termination of the Agreement.

Third Party Beneficiaries. The Underlying Carrier is a third party beneficiary of this Services Addendum and the Agreement, and may take any equitable or legal action required to enforce its provisions and the terms and conditions of this Services Addendum. Neither any Subscriber nor any other third party is a third party beneficiary to this Services Addendum or the Agreement.

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Exhibit 1 Definitions

"5G" means fifth generation technology standard for broadband cellular network.

"Affiliates" means, with respect to either party, any other entity controlling, controlled by or under common control of a party, where "control" means the holding of more than fifty (50%) of equity ownership.

"Airtime" means the transmission and switching of signals on PCS carrier services provided by SYNERGY, including voice, data, and messaging transmissions using or over the Network.

"Bill Cycle" means the period starting from the 24th of the previous month to the 23rd of the current billing date month for which the connection usage of provisioned Services is calculated upon for billing and invoice charges.

"Business Hours" means Monday to Friday, 9:00am to 6:00pm (Eastern Time), excluding provincial, state or federal holidays recognized in Canada and/or the United States.

"Call Detail Records" means the data usage records of the applicable Underlying Carrier.

"Connection" means the part of the mobile (or cellular) telecommunications services tied to a Subscription Profile, commonly referred to as a "line" and which consists of a SIM, eSIM (eUICC) and/or Subscription Profile with global cellular network services via which the Customer uses the Services within the Territory.

"Data Pooling" (also: "Data Pool") means the combining of individual Data Pool Bundles of the same type into one data pool of Subscriptions under one Customer account number as part of a single Bill Cycle and which applies per type of bundle per Customer account. Overage Usage is not included within the Data Pooling, so that (a) data usage which exceeds the maximum total amount of data within the applicable type of Pooled Data Bundle and (b) data usage in zones and on any other networks not included in the applicable type of Pooled Data Bundle are invoiced to Customer separately from the Pooled Data Bundle.

"Device" means any mobile radio apparatus or telecommunication equipment, including accessories enabling the transmission of data or voice, which: (i) is approved under applicable regulation, (ii) is technically and operationally compatible with the Network, and (iii) when used in conjunction with a SIM, eSIM and/or Subscription Profile, enables a Subscriber to have access to the Services.

"Effective Date" means the date this Services Addendum is accepted by Customer in the Order.

"eSIM" means a Subscription Profile including a SIM card hosted by SYNERGY for the supply of global cellular network services. The eSIM (eUICC) solution provided by SYNERGY complies with the GSMA's Remote Provisioning Architecture for Embedded UICC Technical Specification Version 3.1.

"Fees" means the System Access Fees, Set-Up Fees, Airtime Fees, MAF, and Customer's Minimum Revenue Commitment.

"GSM" means a digital wireless network based on the Global System for Mobile Communications.

"LTE" means Long Term Evolution, a 4G wireless broadband technology developed by the Third Generation Partnership Project (3GPP), an industry trade group.

"Monthly Recurring Charge" ("MRC") means the monthly access fee charged by SYNERGY to Customer per Subscriber for the provision of basic access to the Services as such fees are set out in the applicable Services Addendum.

"Network" means the wireless communications network established and operated by the Underlying Carrier pursuant to its PCS license(s), in order to offer services using technology based on the GSM or other standards.

"Order" means a proposal of products and/or services with associated pricing submitted to Customer by SYNERGY and that incorporates this Services Addendum.

"Overage Usage" means usage of the Subscription outside any Data Pooling and/or any and all usage of the Subscription in any zone and on any network (please refer to the SYNERGY Network Zoning document for networks per region and Usage Charges for network Services) and will be invoiced during the Bill Cycle.

"PCS" means wireless phone technology that provides the user with an all-in-one wireless phone, paging, messaging and data service.

"Pooled Data Bundle" means a predefined amount of MBs the Customer is permitted to use under the allocated Subscription for the purpose of generating data usage with global cellular data network services within the designated networks per zone. Customer has the right to change from one Pooled Data Bundle associated with a Subscription to another available Pooled Data Bundle per the start of the (then) next Bill Cycle and such change will be communicated to SYNERGY at least one calendar day prior to the end of the (then) current Bill Cycle.

"SDP" means SYNERGY's Service Delivery Platform by which the Customer can manage its Subscriptions. The SDP is managed by SYNERGY.

"Services" means the SYNERGY wireless telecommunication and internet access services provided by SYNERGY to Customer pursuant to this Services Addendum.

"SIM" means the Subscriber Identity Module, to be used with a GSM Device to enable use of the Service.

"SMS" means Short Messaging System and content delivery.

"Subscriber" means an individual or machine authorized by Customer to use the Service(s) for its own internal purposes.

"Subscription" meaning that any and all use of a Connection, for which the amounts owed by Customer on a monthly recurring basis pursuant to Section 3. Pricing, are periodically charged during the Bill Cycle based on the Offer.

"Subscription Profile" means the unique identification of a mobile subscription and refers to one Subscription on network elements, but may contain multiple IMSI's when a multi IMSI Profile is used.

"System Access Fees" ("SAF") means the monthly access fee charged by SYNERGY to Customer per Subscriber for the provision of basic access to the Services as such fees are set out in the applicable Services Addendum.

"Underlying Carrier" means the licensed network operators, (e.g., Vodafone, AT&T Wireless, Iridium, Rogers Wireless, O2UK, Verizon Wireless, Iridium, WGN Rogers Wireless, and others), that SYNERGY has contracted with to enable the provisioning of the Services to Subscribers.

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Exhibit 2 End User Terms of Service

1. The individual or entity (the "End User") obtaining the Services or Products from the Customer (for the purposes of these end user terms, the "Services") has no contractual relationship with the Underlying Carrier, and End User is not a third-party beneficiary of any agreement between or among the Underlying Carrier and any of its distributors or resellers through one or more tiers (for the purposes of these end user terms, each a "Reseller"). Customer understands and agrees that the Underlying Carrier shall have no legal, equitable, or other liability of any kind to the End User. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy for claims arising in any way in connection with the Agreement, for any cause whatsoever, including but not limited to any failure or disruption of Service provided hereunder, is limited to payment of damages in an amount not to exceed the amount paid by the Customer to SYNERGY for the Services during the two (2) month period preceding the date the claim arose.
2. Customer shall indemnify and hold harmless the Underlying Wireless Carrier and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with the Agreement or the use, failure to use, or inability to use the number except the claims result from the Underlying Carrier's gross negligence or willful misconduct. This indemnity shall survive the termination of this Services Addendum.
3. Customer has no property right in any number assigned to it, and understands that any such number can be changed from time to time.
4. Customer understands that SYNERGY and the Underlying Carrier cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the Services.
5. The Service is for Subscriber's use only and Subscriber may not resell the Services to any other party.

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Exhibit 3

SYNERGY Wireless Broadband (KWB) Terms of Use

NO COVERAGE LTE/5G Data Plans also known as SYNERGY Wireless Broadband (KWB) plans.

SWB Plans are a nationwide connectivity solution that provides a data only LTE and 5G wireless connection for use at fixed locations using LTE/5G enabled routers.

SWB Plans offer tiered speeds, of up to 8 Mbps, 12 Mbps, 50 Mbps, and 100 Mbps with no overage charges. Prices are for data plans only.

Eligible Devices: Plans may only be used for a line of service using a certified and approved data-only wireless router or SD-WAN appliance located in a fixed location using business applications needing wireless data communication between the router and the Internet or the Customer's data center. Each qualified device activated with SWB Plan must be used within carrier's wireless network coverage area within the continental U.S ("Domestic Coverage Area"). 5G/5G+ capable devices may only be used with 50Mbps or higher plans. Customer may not use Service with any device other than carrier approved LTE enabled routers or SD-WAN appliances. With the permission of Customer, SYNERGY may place the non-complying device(s) on the appropriate plan(s). If a device not designed for the Service is used with this rate plan, SYNERGY reserves the right to switch Customer to an appropriate plan and bill Customer the associated fees for such plan.

Unlimited Data: Plans do not include roaming and are not designed to support streaming media, social media applications, or customer wi-fi.

5G+ NETWORK ACCESS & COVERAGE: 50Mbps and higher Wireless Broadband – Plans for 5G/5G+ devices include access to Underlying Carrier's 5G millimeter wave (5G+) service. Requires 5G+ capable device. 5G+ service is not available in most areas; it is available only in very limited parts of specific cities. Device will display 5G+ coverage indicator when used in an area where 5G+ coverage is available. 5G+ service is available outdoors within line-of-sight of cell site only.

5G NETWORK ACCESS & COVERAGE: 50Mbps and higher Wireless Broadband - Business plans for 5G/5G+ devices include access to Underlying Carrier's 5G low band spectrum (5G) service. Requires 5G capable device. 5G service is not available everywhere.

Tiered Data Speeds: Data speeds for each plan are maximum data speeds; actual speeds may be slower, particularly after a usage threshold has been met. 50Mbps and 100 Mbps tier peak data speeds are not available in all coverage areas and requires 5G capable devices.

Data Restrictions : After a data usage threshold on a line has been met in a given month, SYNERGY (or Underlying Carrier) may slow the data on that line during periods of network congestion for the remainder of that billing cycle. Lines that exceed these thresholds may be considered excessive and subject to treatment outlined in the Excessive Use Policy. The thresholds are 175 GB for the 100Mbps plan, 125 GB for the 50Mbps plan, 75 GB for the 12Mbps plan and 50 GB for the 8 Mbps plan. SYNERGY Wireless Broadband plans does not allow access to entertainment and other non-business websites that offer video or audio streaming entertainment services, and is not intended for web hosting, or public or guest Wi-Fi

Excessive Use Policy: SWB Plans are intended to be used for End User Customer's official business critical traffic only. Customer agrees that certified Broadband routers on the cellular data network will be used for business critical applications and business critical data and Customer shall take the steps necessary to ensure that the SD-WAN appliance or customer premise routers are properly configured to block streaming media, social media, and customer wi-fi data usage. SYNERGY recommends that the LTE/5G router be used with a cloud management solution to manage end user traffic and ensure end user is not in violation of the use restrictions. SYNERGY will identify users with excessive usage that exceed the thresholds as listed under "Data Restrictions" and will notify Solution Provider. Customer agrees to engage the End User Customer to review if the usage is in line with official business use for business-critical applications and business critical data which does not include streaming video, streaming audio, web hosting and public or guest Wi-Fi. If user is not in compliance with these terms, SYNERGY may require Customer to move that user to a different rate plan. If excessive usage is within the parameters of business use, Customer will work to identify and implement an alternative solution. SYNERGY may provide excessive usage notification after any billing period; Customer will have the following billing period to take action upon receipt of the notification. Failure to take action could result in the line being disconnected or moved to a metered rate plan and loss of future access to SYNERGY Wireless Broadband plans.

Service Restrictions: Plans may not be used for entertainment video streaming, audio streaming, web hosting, public/guest Wi-Fi, and other prohibited uses set forth in the Business Agreement.

DYNAMIC TRAFFIC MANAGEMENT: Feature uses quality of service ("QoS") network technology to give Customer's end user a differentiated (i.e., enhanced versus "best effort") network experience for Business Application data traffic originated on and traversing entirely over the domestic 4G LTE network (i.e. excluding microcells, Wi-Fi service, roaming partners' networks and 5G and 5G+ networks). Feature does not provide priority network access or prioritize eligible data traffic ahead of other data traffic, as other data traffic may receive a similar or higher priority level. Not available on 5G or 5G+ network. This feature is included on all SWB plans.

Device Requirements: Each line must have a qualified SWB data plan and an applicable 4G LTE/5G compatible device provisioned with a Business Application used for transport of data to Customer's data center also provisioned with a Business Application.

Business Critical Applications: Business Applications are defined as applications that are used for the transmission of Customer's business critical communications to and from the Internet or a corporate network. Business Applications do not include streaming media including, but not limited to, Netflix, Hulu, Pandora, online gaming, customer wi-fi, website hosting, and other high data usage applications.

Usage Limitation for Dynamic Traffic Management: Each line may use Business Fast Track up to 50GB of data with the 100Mbps plan, 30GB of data with the 50Mbps plan and 10GB of data per month on the 12Mbps and 8Mbps plans. After Data Allowance is exhausted, all traffic will be handled on a "best-efforts" basis until the beginning of the next billing cycle

Limitations: Feature is available only within the domestic coverage area. Feature does not prioritize Customer's Business Application data traffic ahead of all other data traffic; other data traffic may have the same or higher QoS. Dynamic Traffic Management – Enterprise may not be used with applications primarily intended for use by consumers, including but not limited to, (a) mobile video transmission applications, (b) applications that transmit data to and receive data from all or substantially all Internet endpoints, and (c) video streaming applications.