

UPLINK ACTIVATION AND SERVICE AGREEMENT

Important Notice: This Agreement Replaces and Supersedes All Prior Uplink Dealer, Activation, or Service Agreements

This Uplink Activation and Service Agreement (“Agreement”) is between the alarm/security system distributor, dealer, installer, or monitoring service accepting this Agreement as provided below (“Dealer”) and Uplink Security, LLC, a Georgia limited liability company, whose principal business address, and address for all legal notices, is 3330 Cumberland Boulevard SE, Suite 700, Atlanta, Georgia 30339 (“Uplink”).

ACCEPTANCE OF THIS AGREEMENT

By signifying acceptance of this Agreement electronically, i.e., by logging in to or using the Uplink Portal (as such term is defined below) or activating, purchasing, selling, installing, monitoring or using any Uplink Solutions and/or Dealer Solutions (as such terms are defined below), Dealer’s authorized representative acknowledges that Dealer has read, understood, accepts, and agrees to be bound by all terms and conditions of this Agreement. (Dealer may request a paper version of this Agreement, to be signed by authorized representatives of both parties, by contacting Uplink in writing.) **Dealer further acknowledges that prior to accepting this Agreement, it had the opportunity to consult with its choice of independent legal counsel.** This Agreement is effective when accepted by Dealer, supersedes Dealer’s prior dealer and/or activation agreement(s) with Uplink, and applies, upon its acceptance and as further provided below, to all past, present, and future transactions between Dealer and Uplink involving Uplink Solutions and/or Dealer Solutions and is reaffirmed by Dealer every time Dealer or Dealer’s personnel log in to or use the Uplink Portal or purchase, activate, install, monitor, service, resell, or use any Uplink Solutions and/or Dealer solutions. This Agreement remains in effect until terminated in accordance with its terms.

1. DEFINITIONS

Capitalized terms shall, except where defined elsewhere in the body of this Agreement, have the meanings set forth below:

1.1 **“Dealer’s Customers”** are third parties who purchase Uplink Solutions from Dealer either alone for resale on a standalone basis if expressly authorized to do so by Uplink or, as is typical, in conjunction with Dealer Solutions. For purposes of this Agreement, Dealer’s Customers include all end users of Dealer Solutions and any other third parties, regardless of their relationship with Dealer, who use or benefit from Uplink Solutions or Dealer Solutions furnished by Dealer.

1.2 **“Dealer Devices”** means the Dealer-supplied devices pre-approved by Uplink in writing for use with Uplink Services consistent with Section 5.1 of this Agreement.

1.3 **“Dealer Solutions”** are the product and service offerings furnished by Dealer and derived from Dealer’s use, combination, or incorporation of Uplink Solutions with or into Dealer’s or a third party’s products and services

1.4 **“Interactive Services”** are Dealer Solutions whereby Dealer’s Customers may remotely access, interact with, send information to, and receive information from, alarm systems sold or installed by Dealer.

1.5 The **“Territory”** means the United States (including Alaska, Hawaii, and Puerto Rico) and Canada subject to coverage limitations deriving from limitations in the extent of third party telecommunications carriers’ coverage, limitations with respect to roaming arrangements, local restrictions, or the availability of Uplink Solutions in certain geographical areas or markets. **Uplink Service is available only within the markets, territories, and operating ranges determined by the applicable Carrier, and subject to the limitations of, the Carrier’s network and facilities.**

1.6 **“Uplink Devices”** include Uplink- and other devices branded with Uplink-owned marks.

1.7 The **“Uplink Framework”** means Uplink’s proprietary, value-added facilities, software systems, processes, and know-how, including the network operations center, network gateway architecture and carrier interface, and application development and hosting architecture.

1.8 **“Uplink Interactive”** is Uplink’s service offering consisting of access to a privately labeled web portal (or other electronic interface) and associated application, hosted by Uplink and enabled by the Uplink Framework and Uplink Services, through which Dealer and Dealer’s Customers may access and manage Interactive Services.

1.9 The **“Uplink Portal”** and its associated web site enable Dealer to access and manage its master account, activate Uplink Devices or Dealer Devices as applicable, and configure Uplink Services.

1.10 The **“Uplink Services”** include, without limitation, the functionality of the Uplink Framework, Uplink Interactive, incidental services (such as technical support) and other services furnished hereunder by Uplink or invoiced by Uplink pursuant to this Agreement.

1.11 **“Uplink Solutions”** include Uplink Devices and Uplink Services.

1.12 **“Uplink GPS-enabled Services”** are Uplink Services featuring access to privately labeled web portals and associated applications hosted by Uplink and enabled by the Uplink Framework and Uplink Services, through which Dealer and Dealer’s Customer’s may manage their accounts and track the location of GPS-enabled Uplink Devices.

1.13 **“Uplink Installer App”** means the mobile device software application made available to Dealer’s representatives for purposes of installing and verifying proper installation of Dealer Devices for use in connection with Dealer Solutions and/or Interactive Services, which software application may be downloaded to mobile devices through such mobile device storefronts such as the iTunes and Google Play stores, for example.

2. PURPOSE OF AGREEMENT

Pursuant to this Agreement, Dealer has agreed to purchase and pay for Uplink Service through which Dealer may activate Uplink Devices to communicate data through Uplink Framework and through which Dealer may sell Dealer Solutions. Dealer may use Uplink Solutions only within the scope of this Agreement and in conjunction with Dealer Solutions (collectively, **“Permitted Dealer Uses”**). Dealer’s Customers who have entered into agreements with Dealer that are consistent with the requirements of this Agreement may use Dealer Solutions as provided in those agreements (collectively, **“Permitted End Uses”**). Any use of Uplink Solutions or the Uplink Framework by Dealer or any third party that is not a Permitted Dealer Use or a Permitted End Use is prohibited by this Agreement and is grounds for immediate suspension of all Uplink Services without notice or liability to Dealer. In particular, Uplink Solutions are intended to be used only with alarm systems or, in the case of Uplink GPS-enabled Services, for use with asset tracking applications or other location-based services. Uplink Solutions are not intended for any other uses except as otherwise expressly agreed in writing by Uplink. Dealer may not make any representations, warranties, or commitments, express or implied, that (i) are contrary to, or conflict with, this Agreement, (ii) attempt to transfer any risk to or impose any liability on Uplink or a third party service provider, or (iii) Dealer cannot be reasonably certain of fulfilling. Dealer shall ensure that each agreement it has with Dealer’s Customers (i) indemnifies Uplink and Uplink’s third party service providers against any loss, damage or expense caused by Dealer’s Customers, and (ii) conveys no interest in any intellectual property owned by Uplink. Uplink may sell Uplink Solutions to any third party and, with the exception of certain Uplink Solutions, which Dealer may purchase only from Uplink, Dealer may purchase Uplink Solutions from any duly authorized third party reseller or distributor of Uplink Solutions.

3. TERM AND TERMINATION

Unless otherwise terminated as provided herein, this Agreement shall continue in effect on a month-to-month basis until terminated as provided herein. Either party may terminate this Agreement for any reason at any time on not less than 1 full calendar month’s prior written notice to the other party. Termination, regardless of cause, will, except as otherwise stated in

this Agreement, be without prejudice to any other rights or remedies of the parties and will not release either party from any liability that at the time of such termination has already accrued, or that may occur in respect of any act or omission of a party prior to termination or any obligation of a party subject to survival. **Neither party shall be liable to the other party for damages solely because of the proper termination of this Agreement.** Dealer agrees that in the event Dealer becomes unwilling or unable to fulfill its obligations to Dealer's Customers or to provide them with continuity of service following the termination of this Agreement, or in the event Dealer breaches this Agreement and Uplink terminates it for cause, or if contacted directly by Dealer's Customers, Uplink may without liability to Dealer refer them to a third party selected by Uplink.

4. ORDERING, PRICING, AND PAYMENT

4.1 Ordering. Uplink may reject, at any time, and with retroactive effect if necessary, any order or activation request that is not placed using Uplink's prescribed order or activation form or format, or that is otherwise inconsistent with this Agreement. In the event of any conflict between this Agreement and any order or activation request, this Agreement shall control. **Terms and conditions added by Dealer to an order or activation request (for example, terms stated on Dealer's own purchase order form) that add to, or conflict with, this Agreement, whether contained in an acknowledgement of such order or activation request or otherwise, shall not be binding on Uplink, and Uplink hereby objects thereto.** Uplink's standard shipping terms are F.O.B. Uplink's point of shipment with all risk of loss, damage, or delays passing to Dealer at such point upon commencement of shipment.

4.2 Pricing. Uplink shall determine the pricing of Uplink Solutions furnished hereunder. With notice to Dealer, all pricing is subject to change from time to time at Uplink's sole discretion. Pricing generally excludes federal, state, and local governmental sales taxes, use taxes, occupational taxes, and other taxes, imposts, and regulatory fees or surcharges ("**Taxes**"). All Taxes, excepting those on Uplink's income, must be collected and paid by Dealer unless Uplink is required by law to collect or pay them or Dealer presents a valid exemption certificate. Dealer must promptly reimburse Uplink for Taxes paid by Uplink on Dealer's behalf.

4.3 Payment. Non-refundable monthly recurring charges ("**MRCs**") apply to all Uplink Devices or approved Dealer Devices once activated on the Uplink Framework until such devices are deactivated via the Uplink Portal or until this Agreement is terminated according to its terms. MRCs applicable to Uplink Devices activated between the first and last day of the month will be due the following month on a one-time, pro-rated basis in an amount equal to 50% of the applicable MRC. Thereafter, MRCs for the newly activated Uplink Devices will not be prorated. MRCs and other applicable charges may be invoiced as Uplink, Uplink Solutions, or another Uplink-related brand. Dealer's obligation to pay Uplink is independent of Dealer's collection of payment from Dealer's Customers. Dealer may not withhold or delay any payment due but may dispute a charge by notifying Uplink in writing within 45 days of the date of the subject invoice. Otherwise, Dealer will be deemed to have agreed to the charges as invoiced and to have waived its right to object to such charges. Unless otherwise expressly agreed in writing by Uplink, i.e., unless Uplink has agreed to provide billing services on Dealer's behalf, Dealer is solely responsible for invoicing Dealer's Customers. If Dealer fails to timely make any payment, Dealer will be liable to Uplink for interest on the balance due at the rate of 1.5% per month or the highest rate allowed by law, whichever is less, accruing from the date the payment was due until the date the payment is made in full, as well as reasonable attorneys' fees and collection costs. Until payment has been made in full, Dealer grants Uplink a purchase money security interest in any Uplink Devices purchased by Dealer hereunder and in the proceeds of the sale thereof to the extent of the balance due. At Uplink's request, Dealer will execute documentation evidencing Uplink's interest. Uplink may require additional security, guarantees, or modified payment terms in the event of a material adverse change in Dealer's creditworthiness.

4.4 Inactive Devices. Uplink Devices failing to show any activity for 12-36 consecutive months (the time frame may vary depending upon the associated Uplink Service) are subject to deactivation by Uplink without notice or liability to Dealer. Uplink Devices or Dealer Devices that show

irregular activity are subject to deactivation without notice or liability to Dealer for purposes of preventing harm to, or fraudulent or unpermitted use or abuse of, Uplink Services, the Uplink Framework, or the services, systems, and facilities of third party service providers. Overage charges may also apply. Irregular activity is usage that, in Uplink's discretion, is in excess of, or is inconsistent with, the usage expected under the applicable service plan. Restoration of service may result in reactivation charges to Dealer.

5. CARRIER REQUIREMENTS AND NETWORK LIMITATIONS

5.1 Carrier Requirements. Before being activated on the Uplink Framework or used with Uplink Services, Dealer Solutions including, without limitation, Dealer Devices, must be tested and certified to Uplink's satisfaction as meeting applicable carrier standards and regulatory requirements (collectively, "**Carrier Requirements**"). Carrier Requirements are subject to change from time to time without notice for reasons beyond Uplink's control; Dealer assumes the risk that changes in Carrier Requirements may render Dealer Solutions inoperable with third party services, systems, or facilities. Uplink does not evaluate, certify, or warrant the marketability, merchantability, fitness, effectiveness, efficiency, regulatory, or other compliance of Dealer Solutions.

5.2 Network Limitations. Dealer is wholly responsible for supporting Dealer's Customers and for monitoring the status and performance of Uplink Devices and/or Dealer Devices activated by Dealer on, or used in conjunction with, the Uplink Framework. **Neither Uplink nor any third party service provider will be liable with respect to, and Dealer will hold Uplink and Uplink's third party service providers harmless with respect to, Uplink Services that are refused, interrupted, dropped, rationed, or limited because of: (a) atmospheric, topographic, or geographic causes; (b) equipment and or facilities modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of Uplink Services or underlying services, (c) coverage gaps in, or movement outside of, service areas, (d) common carrier network congestion, (e) emergencies, or (f) any other causes reasonably outside the control of Uplink or any third party service provider.**

6. CONFIDENTIALITY, BRANDING AND PUBLICITY, AND INTELLECTUAL PROPERTY

6.1 Confidentiality. Dealer agrees that information held by or pertaining to Uplink, such as the quantity, pricing, and specifications of Uplink Solutions purchased hereunder, the Uplink Framework, and other technology underlying Uplink Solutions, and information otherwise identified by Uplink as being proprietary or confidential (or that by its nature should reasonably be inferred as being proprietary or confidential) is competitively sensitive information not generally known to the public ("**Confidential Information**"). Therefore, Dealer undertakes to: (a) maintain Uplink's Confidential Information in strict confidence, using at least the same degree of care (and in no event less than a reasonable degree of care) in maintaining its secrecy as it does with its own confidential information and (b) use Uplink's Confidential Information only to fulfill its obligations under this Agreement. Such duties will survive expiration or termination of this Agreement for a minimum of 3 years or for so long as protected as a trade secret under the Georgia Trade Secrets Act, OCGA §§ 10-1-760 to 767.

6.2 Branding and Publicity. During the term of this Agreement and coterminous with any Dealer's Customers individual term of service, Dealer has a limited, revocable, non-exclusive, non-sublicensable, royalty-free license to use, in furtherance of the purposes of this Agreement, such of Uplink's or Uplink's licensors' trademarks, service marks, logos, or other designations as are approved for use in writing by Uplink. Uplink has an unlimited, irrevocable, non-exclusive, sublicensable, royalty-free license to use such of Dealer's trademarks, service marks, logos, or other designations as are reasonably required by Uplink in privately labeling Uplink Solutions for Dealer, providing continuity of service, and otherwise furthering the purposes of this Agreement. Uplink reserves the right, with notice to Dealer, to revise its branding guidelines at any time. Dealer must obtain Uplink's express written consent prior to issuing a press release, advertisement, or

other public communication concerning this Agreement or the parties' transactions hereunder.

6.3 **Intellectual Property.** Uplink and/or its licensors own(s) and shall continue to own all title, rights, and other interests, including all intellectual property rights, in and to the Uplink Framework, the Uplink Installer App, all Uplink Solutions, and all associated data, metadata, specifications, designs, documentation, software, and firmware, and Dealer shall acquire only a right hereunder to resell, market, and promote Uplink Solutions for use with Dealer Solutions. No other interest in or to Uplink's intellectual property is granted by Uplink to Dealer whether expressly, by implication, estoppel, or otherwise. No work performed by Uplink shall be deemed a work for hire. Dealer agrees that under no circumstances will it attempt to deconstruct, reverse engineer, or decompile Uplink Solutions, the Uplink Installer App, or any elements thereof.

6.4 **Rights in Improvements.** Dealer agrees that any improvements made by Dealer to Uplink Solutions or any technology proprietary to Uplink belong exclusively to Uplink, and if by operation of law any related intellectual property rights are not owned in their entirety by Uplink, then Dealer agrees to assign, and hereby assigns, to Uplink the ownership of such rights. Dealer agrees to provide any assistance required to perfect such protection and to take such further actions and execute and deliver such further agreements and other instruments as Uplink may reasonably request to give effect to this Section 6.4.

6.5 **Rights in Data.** Uplink may collect, and shall own and retain all rights in, aggregated usage information from Dealer and Dealer's Customers and may aggregate it with information obtained from other sources including, without limitation, other Uplink dealers and their customers. For example, Uplink may use aggregated information to determine Dealer's overall use of Uplink Solutions, identify usage patterns, and develop new products and services. Uplink may share aggregated information with any third party for any purpose that is not inconsistent with this Agreement. Uplink retains all rights including, without limitation, any ownership rights it may have with respect to device identifiers associated with Uplink Devices, i.e., the 10-digit machine identification number or derived from the pool administered by the International Forum on ANSI-41 Standards Technology, electronic serial number, or other identifier. Uplink reserves the right to allocate and control all such identifiers. Any modification or reassignment of an identifier requires Uplink's express written consent.

7. INSURANCE

Dealer must, at its own expense, take out and maintain comprehensive general liability insurance, including products, operations, and contractual liability coverage that will protect it from claims for bodily injury and property damage, including, without limitation, death, that may arise in or result from its activities under, or in connection with, this Agreement. Such insurance coverage must be written on an occurrence basis with limits of not less than \$1,000,000 per occurrence per location and \$2,000,000 in the aggregate. Uplink may request a certificate of insurance verifying Dealer's coverage and naming the Uplink and its affiliates as additional insureds.

8. INDEMNIFICATION

8.1 **By Uplink.** Subject to the limitations set forth in this Agreement, Uplink will indemnify and defend Dealer and Dealer's officers, directors, and employees from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of a claim by a third party and to the extent resulting from Uplink's gross negligence or misconduct under this Agreement. Uplink shall have no other indemnification obligations.

8.2 **By Dealer.** Subject to the limitations set forth in this Agreement, Dealer will indemnify and defend Uplink and Uplink's affiliates and their respective officers, directors, employees, agents, and third party service providers from and against all claims, damages, losses, liabilities, costs, expenses (including reasonable attorneys' fees) arising out of a claim by a third party and to the extent resulting from (a) Dealer's breach of, negligence, or misconduct under this Agreement; (b) acts or omissions of Dealer's Customers related to this Agreement; or (c) the combination, integration, or incorporation of Uplink Solutions with Dealer Solutions and/or other of Dealer's and/or any third party's products or services.

8.3 **Procedure.** Promptly, upon becoming aware of any matter that is subject to an express indemnification obligation hereunder (a "Claim"), the party seeking indemnification (the "Indemnified Party") must give notice of the Claim to the other party (the "Indemnifying Party"), accompanied by a copy of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party will, at its option, settle or defend, at its own expense and with its own counsel, the Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of the Claim, with its own counsel and at its own expense; but the Indemnifying Party will have the right to control the settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in the settlement or defense and give each other reasonable access to relevant information.

9. WARRANTIES

9.1 **Standard 12-Month Limited Warranty.** Uplink warrants to Dealer that for 12 months following the date of purchase, Uplink Devices purchased by Dealer from Uplink will be free of defects in materials and workmanship when installed, operated, maintained, and serviced in strict accordance with Uplink's and the manufacturer's requirements. **Uplink Devices purchased by Dealer from Uplink distributors are not warranted hereunder but are covered solely and exclusively by such warranty as may be offered by the distributor.** If an Uplink Device fails because of a defect in materials or workmanship within the 12-month warranty period, Uplink will, at its sole option and at no charge to Dealer, repair or replace it or arrange for its repair or replacement. Uplink's agreement to repair (using new or reconditioned parts) or replace (with an equivalent new or reconditioned device) an Uplink Device found by Uplink to be defective in materials or workmanship is Dealer's exclusive remedy; this remedy will not be deemed to have failed of its essential purpose so long as Uplink is willing and able to repair or replace a defective Uplink Device as provided above or, at its sole option, to refund the purchase price paid. Any returns hereunder must be made in accordance with Uplink's prescribed RMA process. Uplink Devices that have been repaired or replaced hereunder are warranted only for the remainder of the term of the original warranty. **The warranty set forth in this Section 9.1 is limited and is the only warranty offered under this Agreement. It is non-transferrable. Uplink makes no other warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, non-infringement, interoperability with third party services, systems, and facilities, and non-obsolescence. The warranty set forth in this Section 9.1 furthermore does not cover Uplink Devices that (a) have been improperly or inadequately installed, maintained, or serviced; (b) have been tampered with; or (c) have been subjected to abuse or extreme conditions.**

9.2 **Uplink Services.** Uplink Services are provided strictly as-is, with all faults, and without warranty of any kind including, without limitation, any warranty that they will be uninterrupted or error-free, or the implied warranties of merchantability and fitness for a particular purpose, non-infringement, interoperability with third party services, systems, or facilities, and non-obsolescence.

10. LIMITATIONS OF LIABILITY

Dealer has no contractual relationship under this Agreement with any third party service provider and is not a third party beneficiary of any agreement between Uplink and any third party service provider. No third party service provider has any legal, equitable or other liability of any kind to Dealer or Dealer's Customers by reason of this Agreement. **Uplink shall not be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages including, without limitation, lost data, sales, revenues, or profits, regardless of the foreseeability of such damages.** Neither Uplink nor any third party service provider shall be liable for any claim resulting from or relating to (a) third party criminal activity or fraud; (b) the compromise or circumvention of, or lack of privacy or security with respect to, any third party service provider's network or facilities; (c) an act or omission on the part of Dealer, Dealer's Customer, or any other third party. **Uplink is not an insurer under this Agreement.** Neither Uplink nor any third party

service provider shall be liable for any claim resulting from the failure of an Uplink Solution, Dealer Solution, or any end use thereof including, without limitation, the failure of a health, medical, alarm, safety, security, or defense/military application, even if the claim is attributable in whole or in part to the failure of an Uplink Solution, the Uplink Framework, a third party service provider's product, service, network, or facilities, or an act or omission on the part of Uplink or a third party service provider. Uplink shall have no liability of any kind for the use or misuse by Dealer or any Dealer representative of the Uplink Installer App or for the results attained or failure to attain results from the use of the Uplink Installer App, which is provided solely for the convenience of Dealer Installers. **In no event shall Uplink's total, cumulative liability under this Agreement for any one or more related or unrelated claims exceed an amount equal to the aggregate amount paid by Dealer to Uplink for Uplink Solutions during the twelve (12) month period preceding the date of the earliest event giving rise to the subject claim(s).**

11. ADDITIONAL PROVISIONS

11.1 Remedies. If Dealer is in breach or default of any of its obligations hereunder, Uplink may, without liability to Dealer by reason of such election, and without limiting any of Uplink's other rights or remedies under this Agreement or applicable law: (a) suspend, in whole or in part, the provision of Uplink Services to Dealer; (b) deny, in whole or in part, connectivity to the Uplink Framework; (c) discontinue, in whole or in part, any discounts, volume purchase incentives, or other preferential terms; (d) limit the amount and/or duration of, or cancel, any credit granted to Dealer; (e) cancel all or any portion of any accepted orders or activation requests; (f) refuse to accept any new orders or activation requests; (g) suspend shipment or stop delivery of Uplink Devices; (h) place Uplink Devices allocated to any accepted order in storage, at Dealer's expense, until Dealer has effected a cure satisfactory to Uplink; or (i) resell any Uplink Devices not shipped or delivered to Dealer under any accepted order without giving notice to Dealer and without affecting Uplink's right to hold Dealer liable for any expenses or losses suffered by Uplink in connection with such resale.

11.2 Government Sales, Export, Restrictions, and Foreign Corrupt Practice Act Compliance. Uplink shall not be bound by the requirements, including, without limitation, the requirements of any "flow-down" clauses or provisions concerning the disposition of rights in intellectual property, of any contract between Dealer and any governmental entity or government contractor except as expressly agreed by Uplink in a writing signed by its president. Dealer shall ensure that all such contracts for the sale of Equipment or Service to the United States Government ("USG"), any governmental entity or any agency or instrumentality of the USG, any party to whom the U.S. federal acquisition regulations may apply, or any other governmental entity are consistent with this Agreement including, without limitation, this Agreement's provisions concerning Uplink's rights in intellectual property. Use of Uplink Solutions by the USG or other governmental entity, i.e., any state or local governmental entity or government contractor, constitutes acknowledgment of Uplink's proprietary rights. Dealer shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the potential requirement to register with the U.S. Department of State in accordance with the Department's International Traffic in Arms Regulations and the requirement to comply with the U.S. Department of Commerce's Export Administration Regulations. Dealer affirms that it has not and agrees that it will not, in connection with this Agreement or any business involving Uplink, make, offer, promise, agree to make or authorize any payment or transfer of anything of value, directly or indirectly to: (a) any government official; (b) any political party, party official or candidate; (c) any person associated with an actual or potential customer of Uplink; (d) any person associated with Uplink or any of its affiliates; or (e) any other person or entity if such payment or transfer would violate the laws of the United States or any other country or relevant jurisdiction.

11.3 Severability. The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement will not affect the enforceability of the remainder of this Agreement so long as its continued enforcement would not unduly advantage one party over the other.

11.4 No Waiver. A party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right of such party thereafter to enforce such provision.

11.5 Assignment. Dealer may not assign, novate, effect a change of control with respect to, or otherwise transfer this Agreement or its rights or obligations hereunder without Uplink's prior written consent, which shall not be unreasonably withheld. Any such transfer shall be void at Uplink's election. Unless otherwise provided by, this Agreement, each and all of the covenants, terms, provisions, and agreements contained herein shall be binding upon, and inure to the benefit of, the permitted assigns and successors of the parties.

11.6 Relationship of the Parties. Uplink and Dealer are independent contractors acting for their own accounts hereunder. Nothing in this Agreement is intended to create an agency, employment, or partnership relationship, or joint venture, between the parties.

11.7 Force Majeure. Uplink shall not be liable for failure to perform hereunder if such failure is attributable to an act of God, act of government, war, terrorism, civil disturbance, fire, flood, power outage, or other casualty, or any other condition beyond Uplink's reasonable control.

11.8 Governing Law/Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia in the United States of America without regard to the conflicts of law rules thereof or to the United Nations Convention on Contracts for the International Sale of Goods. Any controversy or claim arising out of relating to this Agreement, or the breach thereof, must be exclusively brought in either the Superior Court of Cobb County, Georgia, or the United States District Court for the Northern District of Georgia, Atlanta Division; provided, that Uplink may bring suit against Dealer in any court having jurisdiction over Dealer. The prevailing party shall be entitled to an award of reasonable attorneys' fees.

11.9 Survival. Following the termination or nonrenewal of this Agreement, all provisions contained herein will continue in effect to the extent that they are either expressly, or by their nature, meant by the parties to survive termination of this Agreement including, without limitation, Dealer's payment obligations to Uplink and Sections 6-11. Termination, regardless of cause, will, except as otherwise stated in this Agreement, be without prejudice to any other rights or remedies of the parties and will not release either party from any liability that at the time of such termination has already accrued or may occur in respect of any act or omission of a party prior to termination or any obligation of a party subject to survival.

11.10 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes, except as stated herein, all prior and contemporaneous agreements, express or implied, between the parties with respect to the subject matter hereof, and may not be amended or modified without specific written provision to that effect, signed by both parties. Terms and conditions added by Dealer to an order or activation request – i.e., terms and conditions verbalized by Dealer or handwritten by Dealer on any order form – that add to, or conflict with, this Agreement, whether contained in an acknowledgement of such order or otherwise, shall not be binding on Uplink and Uplink hereby objects thereto.