

## SARA PLUS TERMS OF USE & PRIVACY POLICY

Welcome to SARA Plus™, an online service provided by DSI Systems to facilitate order entry, customer relationship management, installation and service call scheduling, personnel management, and inventory ordering for telecommunications sales and service. Please review the following Terms of Use & Privacy Policy ("Terms") that govern your use of the SARA Plus system ("SARA Plus") carefully.

Your use of SARA Plus (including but not limited to creating an account, entering orders or service calls, tracking timesheets, ordering inventory, and/or running analytical reports) constitutes your agreement to follow and be legally bound by these Terms, and you represent to DSI that you have authority to enter into these Terms.

If you do not agree to these Terms and/or do not have the authority to enter into these Terms and commit to the payment of monthly service fees, please exit SARA Plus immediately.

### LIMITED LICENSE

Unless indicated otherwise, DSI owns and/or has obtained the right to license SARA Plus and all content accessible through it to you for the uses permitted by these Terms. SARA Plus Content is protected by U.S. and foreign law to the fullest extent possible, and any unauthorized use of the SARA Plus Content is unlawful under copyright, trademark and other laws.

Provided that you accept and comply with these Terms, DSI grants you a limited license to access and use SARA Plus for your business use to:

- create, use and manage no more than 100 end user accounts for your employees and/or independent contractors;
- input Customer Information about customer leads, orders, service appointments, inventory management, personnel management, and other administrative functions relating to sales and service;
- view, modify and analyze Customer Information;
- input, process, and track the status of transactions;
- view and generate data analytics reports; and
- view any documentation related to SARA Plus.

This license does not include the right to download, reproduce, modify or link to any portion of the SARA Plus Content. For purposes of these Terms, "SARA Plus Content" means any text, graphics, audio, video, data, interactive features and/or other content accessible through SARA Plus.

Except as expressly permitted under these Terms, you may not store, distribute, display, advertise, offer to sell, sell or otherwise exploit the SARA Plus software or its content. You may occasionally print one copy of a page from SARA Plus for permitted business use, but you may not make multiple copies for distribution to others.

Any violation of these Terms – including unauthorized use of the SARA Plus software or content – will immediately terminate the license granted by DSI to access and use SARA Plus and may subject you to legal action.

### LICENSE FEES

Your use of SARA Plus will incur monthly license fees based on the number of customer orders you process using the SARA Plus system:

1-49 Orders per month: \$99 per month

50-99 Orders per month: \$199 per month

100+ Orders per month: \$199 per month + \$1.50 per Order 101-500 + \$1.00 per Order over 500

“Order” means the entry of a new customer order accepted by the service provider performed in SARA Plus.

Upon agreement to these Terms, you will be required to provide DSI with a credit card number or bank account to which monthly license fees may be charged. Monthly fees will be invoiced by the 5<sup>th</sup> day of the month for Orders entered in the preceding month, and the total amount will be charged to the payment method you select. You agree that you will keep your payment details current at all times and authorize DSI to charge to your payment account on a monthly basis.

In the event your total license fee exceeds \$1,000 per month for three consecutive months, you may be required to transition to an enterprise-level software license.

### USER ACCOUNTS

In order to use SARA Plus, you must create a password-protected account and will be required to provide certain personal information in order to identify you and allow you to access customer and provider accounts. Such information may include, but is not limited to, your name, email address and mobile phone number. You agree to provide complete and accurate information about yourself when registering for SARA Plus. You may not impersonate someone else, create an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts.

You are solely responsible for maintaining the confidentiality of your account information (i.e., user ID, password and/or challenge questions). You are also responsible for all activities that occur in connection with your SARA Plus account, irrespective of whether you personally engage in such activities. You agree to notify us immediately in the event of any known or suspected unauthorized use of your SARA Plus account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. DSI is not liable for any unauthorized disclosure of your personal or business information that results from your failure to adequately protect your account information.

### CUSTOMER INFORMATION

“Customer Information” means any information entered by you (or by any other end user authorized by you) into the Licensed Software that relates to individuals, families, businesses, governmental entities and others who purchase goods and services from a telecom provider through your business. Customer

Information includes, but is not limited to, name(s), email address, mailing address, telephone number(s), billing and payment data, and/or the goods and services purchased by that user.

By entering Customer Information into SARA Plus, you represent and warrant that you have the customer's permission to disclose it. You authorize DSI to store the Customer Information in any form or manner, in DSI's sole discretion; provided, however, that the Customer Information will not be used or disclosed by DSI unless it has been aggregated and de-identified.

DSI will implement administrative, physical and technical safeguards to protect Customer Information that are no less rigorous than accepted industry practices for that category of data, including but not limited to PCI-DSS compliance for financial transactions. DSI will have no liability for loss or disclosure of Customer Information due to your failure to protect your user account credentials.

If you discontinue use of SARA Plus for any reason, DSI will maintain the Customer Information for at least 90 days. Within those 90 days, you may request that DSI deliver the Customer Information to you in electronic format. Thereafter, DSI has the right to delete the Customer Information without liability to you.

#### COMMUNICATIONS & PRIVACY FOR SARA PLUS USERS

By disclosing your email address to create a SARA Plus account, you agree that DSI may contact you for the purpose of advising you of changes or additions to SARA Plus.

DSI gathers two types of information about you: non-personal information and personally-identifiable information. As described below, each type of information is gathered, used and stored in different ways.

Non-Personal Information is gathered automatically each time you access SARA Plus. For purposes of these Terms, "Non-Personal Information" includes, but is not limited to, (1) cookies, web beacons, log files, and other data that allows us to observe trends in SARA Plus use but not identify you personally; and (2) other information you disclose that has been disassociated from other details identifying you personally. DSI may use aggregated, de-identified data from the Non-Personal Information gathered for any purpose it deems appropriate, including but not limited to improving SARA Plus performance and enhancing the user experience by responding to usage statistics, response times, and the like.

Personally-Identifiable Information is disclosed by you to us in conjunction with registering for an account and/or disclosed to us by your employer for the purpose of tracking your timesheet. For purposes of these Terms, "Personally-Identifiable Information" includes but is not limited to (1) information that identifies you personally, such as your name, SARA Plus account user ID and password, email address, and employer; and (2) activity on SARA Plus, IP address and/or web host, and other information you disclose when it is associated with information that identifies you personally.

You authorize DSI to use Personally-Identifiable Information to provide the interaction or service you have initiated. You also agree that DSI may disclose part or all of your Personally-Identifiable Information when DSI believes, in good faith, that the law requires or compels such disclosure; or when DSI has a reason to believe that disclosure is necessary to protect DSI's rights or property, or the rights or property of another; or to prevent harm. Further, DSI may disclose personal and/or corporate

information provided by you as part of any merger, sale, or other acquisition of some or all of DSI's organization or its assets.

Your SARA Plus account information is stored by DSI in a secure database at our vendor's facility so that it is accessible to you each time you access SARA Plus. DSI follows generally accepted industry standards to protect Personally-Identifiable Information during transmission via SARA Plus and during storage after the fact. By way of example and not limitation, Personally-Identifiable Information is transmitted to DSI over an encrypted connection and stored in a secure database at DSI's or its vendors' facility.

THERE IS NO SUCH THING AS "PERFECT" SECURITY ONLINE. Please bear that in mind when deciding what Personally-Identifiable Information to disclose to DSI. If at any time you are asked for Personally-Identifiable Information you do not wish to be disclosed in any of the ways discussed above, you should terminate the transaction or cancel your account registration immediately.

#### EXTERNAL LINKS

SARA Plus may include links to other websites. Such links do not imply an endorsement of the materials disseminated at those websites, nor does the existence of a link to another site imply that the organization or person publishing at that site endorses any of the materials at SARA Plus. DSI is not responsible for the materials contained at any website linked to or from SARA Plus.

If you are transferred to a third-party website from a link within SARA Plus, the terms and conditions of the third-party website will govern your use of that site. DSI shall not be liable for any content on the third-party website, nor shall it be liable for your use or misuse of such third-party website or its content.

#### PROHIBITED ACTIVITIES

You may not use SARA Plus to:

- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with DSI or any other person or entity;
- solicit, collect or post personal data or attempt to solicit, collect or post personal data from third parties who have not given their consent;
- access or use Customer Information without the customer's consent and/or for any purposes not specifically permitted under these Terms;
- access or attempt to access another user's account without his or her consent;
- submit content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, motivated by animosity toward another person's race, ethnicity, gender identity, sexuality, religion or other personal characteristic, or is otherwise objectionable (in DSI's sole discretion)
- submit content that infringes in any manner on the copyright, trademark or other intellectual property rights of any person or entity;
- submit content that contains any confidential or proprietary information of any person or entity, or that otherwise violates the legal rights of any person or entity;
- submit content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or

- reverse engineer, decompile, data mine, record, "scrape," link to, collect information or otherwise manipulate content from any portion of SARA Plus.

DSI may at any time remove any content that, in its sole discretion, is prohibited by these Terms or is otherwise contrary to or inconsistent with the then-current policies of DSI and/or the purpose of SARA Plus.

#### INDEMNIFICATION

By agreeing to these Terms and using SARA Plus, you agree to indemnify and hold harmless DSI, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, independent contractors and representatives of each of them from and against any claim or demand made by any third party, including all costs, liabilities and legal fees, due to or arising out of (1) your access to or use of SARA Plus; (2) your violation of these Terms; (3) the use, failure to use, or inability to use SARA Plus or any products or services available through SARA Plus, caused directly or indirectly by you; (4) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity; (5) the unauthorized use or disclosure of Customer Information accessible due to your failure to protect your account credentials; and/or (6) violations of any local, state or federal law.

DSI reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify DSI, and you agree to cooperate with DSI's defense of these claims. You agree not to settle any matter without DSI's prior written consent. DSI will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it, but no failure or delay of DSI to notify you will waive DSI's right to indemnification.

#### DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS ON SARA PLUS ARE PROVIDED "AS-IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. DSI DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW. YOUR USE OF SARA PLUS IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DSI AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE SARA PLUS; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON SARA PLUS OR ANY WEBSITE OR WEBSITES LINKED TO SARA PLUS, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM SARA PLUS; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (E) ANY OTHER MATTER RELATING TO SARA PLUS. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION – WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE – EXCEED \$100.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF SARA PLUS, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF SARA PLUS. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

#### CHOICE OF LAW AND FORUM

These Terms and the relationship between you and DSI shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. Any lawsuit brought to interpret or enforce these Terms will be brought in a state or federal court in Dallas County, Texas. In the event of any action to enforce or interpret these Terms, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

#### MISCELLANEOUS

These Terms are the entire agreement between you and DSI relating to the subject matter herein and supersede any prior agreements between you and DSI.

If any provision of these Terms is deemed to be unlawful, void, or for any reason unenforceable, then that provision will be severed from these Terms and will not affect the validity and enforceability of any remaining provisions.

No agency, partnership, joint venture, or employment is created as a result of these Terms, and you do not have any authority of any kind to bind DSI in any respect whatsoever.

DSI may assign its rights and obligations under these Terms, and these Terms of Use will inure to the benefit of our successors, assigns and licensees.

These Terms may be modified by our posting of changes to these Terms on SARA Plus, or by written agreement of both parties. Each time you access SARA Plus, you will be deemed to have accepted any such changes.

EFFECTIVE DATE: May 2018