

## FORMETCO WIRELESS SERVICE TERMS & CONDITIONS

These Digital Billboards Wireless Service Terms (the "WS Terms") contain the terms and conditions applicable to the provision of wireless communication and related support services (the "Digital Billboards Wireless Service") by Formetco to Buyer/Subscriber. Such terms are in addition to, and not in lieu of, the Terms and Conditions governing Buyer/Subscriber's purchase of the billboard Product(s) set forth or otherwise incorporated into in the Quote/Sales Agreement (the "Terms and Conditions") and constitute an amendment to the Agreement referenced in the Terms and Conditions. Capitalized terms used but not otherwise defined herein shall have the same meanings given for such terms in the Terms of Conditions.

**1. Services Provided.** Services Provided. During the Term, and subject to the terms and conditions hereof, Formetco agrees to provide to Buyer/Subscriber with wireless data transmission services and related support services in connection with the modem installed on the purchased Product (collectively, the "Services"). The scope of the Services (including support hours, procedures and exclusions) is further described at https://formetco.com/wireless-support-terms/ (the "Wireless Support Terms"), which are incorporated herein by this reference.

**2. Service Term; Termination.** The initial term of the Services shall begin upon the Effective Date set forth in the Quote/Sales Agreement (or otherwise upon Buyer/Subscriber's acceptance and acknowledgement of these terms electronically or in writing) and shall continue in full force and effect for the period set forth in the Quote Sales Agreement (or, if no such period is set forth, the period of one (1) year; thereafter, the agreement for the Services shall automatically renew for successive periods of one (1) year each (collectively with the initial term, all such renewal periods, the "Service Term"). Either party may terminate these WS Terms for its convenience upon at least thirty (30) days prior notice, which may be given via Formetco's customer portal or via email. In addition to any termination right under this Agreement, either party may terminate this Agreement immediately upon written notice to the other party (or Formetco may, in its sole discretion, suspend the provision of the Services) if the other party commits a material breach of this Agreement and fails to cure such breach within fifteen (15) days of written notice of the same (other than Buyer/Subscriber's failure to pay any amounts when due, which must be cured within ten (10) days after notice of the same, which notice may be provided by phone or email).

## 3. Fees; Invoicing.

(a) The fees due to Formetco with respect to the Services are set forth in the Quote/Sales Agreement, or, if not set forth therein, shall be Formetco's then-current standard fees for the Services as communicated to Buyer/Subscriber from time to time in writing (which may be electronically). Formetco may change such fees from time to time on at least sixty (60) days prior written notice to Buyer/Subscriber, and Buyer/Subscriber will be deemed to have accepted such changes unless Buyer/Subscriber cancels its subscription to the Services as set forth in Section 2, above, prior to the effective date of such change. All fees shall be invoiced as follows: (i) all recurring fees for wireless service and remote support (collectively, the "Recurring Fees") will be billed in advance on the first day of each calendar quarter during the Services Term (or, if a modem is added during the middle of any quarter, on the first day of service, with the fees prorated); and (ii) for any other billable Services hereunder ("Additional Service Fees"), such fees shall be invoiced upon completion of such Services.

(b) In order to receive the Services, Buyer/Subscriber must maintain valid and current credit card or bank account information on file with Formetco and authorize Formetco to deduct the Recurring Charges with

respect to the Services against that credit card or bank account (via ACH). By providing Formetco with payment information, Buyer/Subscriber (i) represents and warrants that Buyer/Subscriber is authorized to use that payment method and that any and all charges may be billed to that payment method and will not be rejected; and (ii) authorizes the financial institution specified in such payment method to charge or debit Buyer/Subscriber's account and remit payment to Formetco as described herein. Such authority will remain in effect until Buyer/Subscriber provides Formetco with notice (either via Formetco's customer portal or by calling Formetco's Service Department at 1-800-204-4386. If Formetco cannot to process Buyer/Subscriber's payment method, Formetco will attempt to contact Buyer/Subscriber by phone or email. If payment is not made as set forth in Section 2, Formetco may suspend Buyer/Subscriber's subscription and will not provide Buyer/Subscriber with until payment can be processed. Formetco may combine in one charge all Recurring Fees due to Formetco from Buyer/Subscriber with respect to Buyer/Subscriber's Products. All Additional Service Fees will be due and payable within 30 days after the invoice date. Formetco may combine in one charge all fees due to Formetco from Buyer/Subscriber with respect to Buyer/Subscriber's Products.

(c) Any fees or charges not paid when due shall accrue interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the highest rate allowed by law. In addition to the foregoing and without prejudice to Formetco's other rights and remedies under this Agreement, at law or equity, if Buyer/Subscriber fails to make any payment when due and fails to cure such delinquency within 10 days of notice of the same, Formetco may, at Formetco's sole discretion do any one or more of the following: (x) terminate these WS Terms as described herein; (y) in whole or in part suspend providing Services (or any of them) to Buyer/Subscriber until payment in full has been made; or (z) require other assurances to secure Buyer/Subscriber's payment obligations hereunder.

(d) All fees charged by Formetco with respect to the Services are exclusive of taxes, VAT and similar fees now in force or enacted in the future imposed on the transaction, all of which Buyer/Subscriber will be responsible for, except for taxes based on Formetco's net income.

4. Disclaimer of Warranties. BUYER/SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY, AND FORMETCO'S ENTIRE LIABILITY, FOR ANY FAILURE TO PROPERLY PROVIDE THE SERVICES DESCRIBED HEREUNDER WILL BE THE CORRECTION OR REPERFORMANCE OF THE NON-CONFORMING SERVICES. THE SERVICES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND FORMETCO AND ITS THIRD PARTY SUPPLIERS AND LICENSORS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES WITH RESPECT TO THE COVERED HARDWARE, COVERED SOFTWARE OR SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. All limitations of liability set forth in the Terms and Conditions and Limited Warranty apply equally to the Services provided under these Terms.