

Terms and Conditions

1. **Services.** “Service” or “Services” shall mean the services provided by Wavetechs to Customer, as more fully described in the Service Request & Agreement (“SR” or “Agreement”) executed by Customer and Wavetechs. The parties may enter into subsequent SRs, which may modify or add to the Services and any modified or added Services shall be billed at the rates in effect as of the Effective Date set forth in the modified or additional SR.

2. **Service Activation.** Wavetechs will contact Customer to schedule a date for the installation of Equipment identified in the SR and Services at the Customer’s location (“Installation Date”). Customer shall provide Wavetechs with a time and date for installation that is confirmed by Wavetechs and agrees (1) to have the location or facility ready for installation; (2) Provide all equipment as required by Wavetechs; and (3) provide personnel required by Wavetechs for the installation. Wavetechs will begin setup of Services after it receives and accepts the completed and signed SR the Initial Payment due upon execution of the SR. If Customer fails to meet its obligations hereunder prior to the Installation Date and/or requests a change of the Installation Date, Customer shall be shall pay Wavetechs (1) all costs incurred by Wavetechs as a result of such delay, (2) all applicable fees, service charges, administrative fees and cancellation fees at Wavetechs’ then current rates; and (3) all Service Fees from the original agreed-upon Installation Date, regardless of whether Services or Equipment were actually provided.

3. **Service Fees, Billing and Payment.** All Services Fees and Equipment Fees (collectively referred to herein, together with all other applicable charges as the “Service Fees”) shall be due and payable monthly, unless otherwise indicated on the SR. Service Fees shall be due and payable in advance on the first day of the month for monthly Billing Cycles, the first day of each calendar quarter for quarterly Billing Cycles or on the first day of the year for annual Billing Cycles; provided Initial Payment shall be due upon execution of the SR. If Customer is unable to use the Services or Equipment commencing on the Installation Date solely as a result of delays caused by Wavetechs, then Customer’s obligation to pay any Service fees shall be delayed until such time as Wavetechs is able to provide such Services or Equipment; *provided, however*, Wavetechs shall not be liable to Customer for any such delay or failure other than the abatement of Service Fees. Customer shall pay all amounts when due, without demand, to the offices of Wavetechs and without any deduction, revision or set-off whatsoever. A \$45.00 fee will be charged for checks returned and/or non-sufficient funds checks. Such charge shall not limit those remedies available to Wavetechs for said returned or NSF checks under the law.

3.1. **Taxes.** Amounts due hereunder are exclusive of all applicable federal, state and local sales, use, excise, communication service and any other taxes and regulatory fees and surcharges which may be levied or assessed upon any Equipment or Services. Customer shall be solely responsible for payment of any and all such taxes and regulatory fees. Any calculation errors in assessment and/or tax rate changes requiring adjusted tax computations by Wavetechs to accurately and properly collect taxes does not relieve Customer of its responsibility to remit tax payments fully when billed.

3.2 **Billing Disputes.** Customer may reasonably dispute any of the charges contained in an invoice for a period of thirty (30) days after the date of the invoice (the “Reconciliation Date”), provided that: (i) Wavetechs receives payment in full for all charges (both disputed and undisputed) on or before the date such payment is due and payable, (ii) Customer presents a written statement of the purported billing discrepancies to Wavetechs in detail on or before the Reconciliation Date, and (iii) Customer negotiates in good faith with Wavetechs for the purpose of resolving such dispute. In the event such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges. Wavetechs shall not be obligated to consider any Customer notice of any billing discrepancies which are received by Wavetechs after the Reconciliation Date.

4. **Default.** In the event of a Default (as such term is defined below) Wavetechs shall be entitled to any one or all of the following remedies: (i) Wavetechs may immediately suspend all Services and remove any Equipment; (ii) all amounts due hereunder shall be accelerated and become immediately due and payable (regardless of whether Services or Equipment were actually provided); and/or (iii) Wavetechs may terminate this Agreement. In addition to all other remedies available to Wavetechs for a failure to make any payment due hereunder, all amounts that remain unpaid following the due date shall be subject to a late fee charge of five percent (5%) of the unpaid amount but not to exceed \$45.00. Late fee will be added to your next invoice. Customer shall be considered to be in Default of this Agreement, in the event that:

4.1 Customer fails to pay any amount due hereunder when due and payable.

4.2 Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or an assignment for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership,

liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

- 4.3 Except with respect to any payments due hereunder, Customer violates any term or condition of this Agreement and fails to cure such breach within thirty (30) days after written notice of the same.
- 4.4 If Wavetechs is informed by any third party, including, without limitation, any government authorities, of Customers' inappropriate or illegal use of Wavetechs' facilities, Services, Equipment or Network or other networks accessed through Wavetechs, or Wavetechs otherwise learns of such use or has reason to believe such use may be occurring, and Customer fails, in the sole discretion of Wavetechs, to cooperate with any such investigation or fails to immediately rectify any illegal use.
- 4.5 In the event of a Default described in 2 above, or in the event that there is a sale of the Customer's assets, or a change in control of the company, Customer assigns Wavetechs a security interest in its accounts receivables and grants Wavetechs the right to file a UCC Financing Statement, or any other document necessary, to secure its interest in the Customer's accounts receivables. For purposes of this provision a change in control shall occur if 50% or more of the ownership interests in the Customer are sold, transferred, or conveyed, whether voluntarily or involuntarily.
 - 4.5.1 Furthermore, when there is a sale of assets and/or ownership as contemplated in Paragraph 4.5, Agreement becomes part of the assets transferred in the case of a sales of assets or is required to be fulfilled in the case of a transfer of ownership if the Term of the Agreement is still in effect. Otherwise, if Agreement term has expired as per the terms set forth herein, Customer or acquiring Customer will have the option to negotiate a new Agreement with Wavetechs.
- 4.6 To re-enable Service, Wavetechs may require a reconnection fee.

5. Effective Date and Initial Term. The term of this Agreement shall commence on the Effective Date, also known as the date that appears on the first invoice issued, and shall continue in force and effect for the Initial Term Commitment indicated on the SR ("Initial Term"). At the conclusion of the Initial Term, this Agreement shall automatically renew for a period of one (1) year and continue renewing for one (1) year periods (or month to month for Initial Term Commitments of less than one (1) year) unless either party gives the other party a sixty (60) day advance written notice to terminate this Agreement. Upon the expiration or termination of this Agreement: (a) Wavetechs will immediately cease providing Services; (b) any and all payment obligations of Customer hereunder will become due immediately; (c) within ten (10) days after such expiration or termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and (d) Wavetechs will remove the Equipment from Customer's Site.

6. Equipment, Software, Licenses, and Hour of Operation. The terms herein apply to any equipment and/or software identified in the SR together with any components or additional items added during the term of this Agreement ("Equipment"). Customer acknowledges that the Equipment is the sole and exclusive property of Wavetechs; that Customer has not been granted any ownership rights to the Equipment; and that upon termination of this Agreement the Equipment shall return to Wavetechs. Customer shall have the non-exclusive right to use the Equipment pursuant to the terms hereunder. Customer may only use the Equipment at the Site(s) identified in the SR and only in connection with the Services. Customer may not sell, lease, rent, or otherwise distribute the Equipment or its' rights to use the Equipment to any other person or entity. The Site shall be (i) secured with limited access by only authorized personnel of Customer and Wavetechs, (ii) maintained clean at all times, (iii) have adequate ventilation, and (iv) maintain the room temperature required by Wavetechs for Equipment at all times. Customer may not modify, adapt or alter the Equipment without written consent from Wavetechs. Customer shall require each of its employees to comply with the security, use and care guidelines set forth herein and any other additional or modified guidelines that Wavetechs may adopt from time to time.

6.1. *Equipment Replacement Cost.* In the event that Customer should directly or indirectly, damage, lose or otherwise relinquish control of the Equipment, through its or its agent's or representative's action or omission, then Wavetechs will provide a replacement to Customer at a cost equal to the total value set forth in the Equipment Replacement Cost or at then current market prices, whichever is greater. Notwithstanding, in the event the need to replace the Equipment arises out of Equipment failure or damage due to weather conditions or normal wear and tear, then the cost shall be borne solely by Wavetechs.

6.2. *Site Requirements.* If Customer's network, equipment or systems does not meet Wavetechs' requirements for the installation of Equipment and establishment of Service, as determined in the sole discretion of Wavetechs, Customer may need to repair, modify or replace Customer's network, equipment or systems in order to be compatible with the

Equipment and the Services to be rendered. Customer shall be responsible for all costs, fees and expenses to bring such items in compliance with Wavetechs' requirements. Customer agrees Wavetechs shall not be responsible for any costs Customer may incur as a result of any repairs, modifications, or replacements made to bring Customer's network, equipment or systems in compliance with Wavetechs' requirements.

6.3. *Access.* Customer will provide Wavetechs' personnel unlimited access to the Site and the Equipment therein for purposes of maintenance and monitoring. Any refusal to grant access to Wavetechs' personnel during normal business hours, and after business hours in cases of emergency, shall be construed as a default under this Agreement, and any damage to the Equipment suffered as a consequence of the denied access will be directly attributable to Customer.

6.4. *Removal of Equipment.* Upon expiration or termination of this Agreement, Wavetechs will remove, at its own cost, Equipment from the Site. Customer shall provide support and personnel necessary for the removal of the Equipment. Wavetechs shall not be liable for any damages to the Site caused by the removal of the Equipment.

6.5. *Relocation.* Should Customer relocate business to another location necessitating Wavetechs' services to be transferred to the new location, Customer may be charged a relocation fee by Wavetechs for said relocating its services to the new location. Said relocation fee will be based on multiple factors including, but not limited to, distance of move; current infrastructure of new location, removal of equipment of prior location, etc. Customer is required to notify Wavetechs immediately of any relocation. Upon providing Wavetechs with the details it requires, Customer will be provided the relocation fee by Wavetechs as soon as practicably possible.

6.6. *Hours of Operation.* Wavetechs' Hours of Operation are Mondays through Fridays from 9am – 5pm, excluding holidays, unless otherwise set for in the Service Request. Should Customer request support and/service from Wavetechs outside of Wavetechs' Hours of Operation, Customer agrees to pay Wavetechs a fee as determined by Wavetechs. It is Customer's duty to inquire as to Wavetechs' fee prior to engagement of services outside of Wavetechs' Hours of Operations. Should Wavetechs perform support/services outside of Wavetechs' Hours of Operation to Customer prior to Customer being advised of the fee, Customer is still expected to pay the fee as set forth by Wavetechs. Therefore, the responsibility to ascertain the fee is the sole responsibility of the Customer.

7. **Dedicated Internet Access, Voice and Managed Services.** Wavetechs exercises no control over and specifically disclaims any responsibility for the content, accuracy or quality of information passing or obtained through Wavetechs' Network. Use of any information obtained via the Wavetechs Network is strictly at Customer's own risk. **Unless otherwise provided in the SR,** underlying services for including, but not limited to, internet access, connectivity, WIFI, hosting, cyber security, data backup and VoIP are not being provided by Wavetechs. Customer acknowledges and agrees that Wavetechs may acquire those services provided to Customer from a third party for resale and is not the originator of those services. Under no circumstances shall Wavetechs be liable to Customer or any other person or entity for any loss, injury or damage of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays or interruptions in the receipt, transmission or storage of any messages, signals or information arising out of or in connection with the Services, etc.

7.1. *Monitoring.* Wavetechs reserves the right to monitor Customer's bandwidth usage, the propriety of other usage of services and to utilize technology to ensure compliance with Customer's permitted usage as indicated in the SR.

7.2. *Internet Protocol.* Any Internet Protocol Numbers ("IP") assigned to Customer by Wavetechs in connection with the Services shall be used only in connection with the Services. In the event Customer discontinues use of the Services for any reason, or this Agreement terminates for any reason, Customer's right to use the IP shall terminate. Wavetechs reserves the right to change the IP upon notice to Customer. Customer acknowledges and agrees that all IP addresses shall remain the sole and exclusive property of Wavetechs.

7.3. *Other Networks Approval and Usage.* Services include the ability to transmit data beyond Wavetechs' Network, through other networks, public and private. Customer's use of or presence on other networks may require approval of the respective network authorities and may be subject to usage policies established by those network operators. Customer will not hold Wavetechs responsible for, and Wavetechs expressly disclaims all liability for, Customer's violation of such policies. Customer understands that Wavetechs does not own or control other networks outside of its Network, and Wavetechs is not responsible or liable for performance (or non-performance) of those networks or the interconnection points between the Service and other networks that are operated by third parties.

8. **Insurance.** If Equipment is leased by Customer, Customer will keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and not less than two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage; (ii) workers' compensation insurance in an amount not less than that required by applicable law and (iii) coverage for the contractual liability of Customer to indemnify Wavetechs. Customer shall place the Policies required herein with a carrier having an AM Best rating of A- or better. Customer will be solely responsible for ensuring that its agents (including

contractors and subcontractors) maintain additional insurance at levels no less than those required by applicable law and customary in Customer's and its agents' industries. Prior to installation of any Equipment, Customer will furnish Wavetechs with certificates of insurance which evidence the requirements set forth above, name Wavetechs as additional insured, require notification of Wavetechs in writing of any changes in such coverage and provide that all insurance policies provide Wavetechs with thirty (60) days advanced written notice of cancellation or termination.

Customer agrees that Customer, its agents and representatives shall not pursue any claims against Wavetechs for any liability Wavetechs may have under or relating to this Agreement unless and until Customer, its agent or representative, as applicable, first makes claims against Customer's insurance provider and such insurance provider finally resolves such claims. Any inability by Customer to furnish the proof the insurance required hereunder or failure to obtain such insurance shall constitute a material breach of this Agreement. Customer and all parties claiming under, by and through Customer hereby waive any and all rights to recover against Wavetechs or its officers, directors, shareholders, partners, members, employees and agents, for any loss or damage to such party from any cause covered by any insurance required to be carried by any such party hereunder.

9. Indemnity. Customer agrees to indemnify Wavetechs, its directors, officers, employees, affiliates and customers (collectively, the "Covered Entities") from and against any and all claims, actions, demands, costs and expenses, including, without limitation, attorneys' fees, brought against or threatened against Wavetechs and/or any of the Covered Entities in connection with the conduct of Customer's affairs, including but not limited to any affairs relating to the Services and Equipment. Customer will provide Wavetechs with prompt written notice of any Covered Claim which Customer becomes aware of, and, at Wavetechs' sole option, Wavetechs may elect to participate in the defense and settlement of any Covered Claim, provided that such participation shall not relieve Customer of any of its obligations hereunder.

10. Warranties, Limitation of Warranties, and Liability.

10.1 *Customer Warranties.* Customer warrants, if it is an individual, that he/she is of sound mind and body to enter into Agreement. If Customer is an entity, individual signing on behalf of Company has the authority and capacity to execute this Agreement on behalf of the Company.

10.2 *Wavetechs' Limitation of Warranties.* Wavetechs PROVIDES THE SERVICES AND EQUIPMENT "AS IS"; MAKES NO EXPRESS WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES OR EQUIPMENT; AND DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES AND EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Wavetechs shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, which shall include, without limitation, acts of God, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties. Customer may terminate this Agreement if any such event continues for a continuous period of 20 days. During this time, the price for the Services and Equipment shall abate.

10.3 *Wavetechs' Liability.* EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, WAVETECHS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT INCLUDING LOSS OF BUSINESS REVENUE LOSSES OR THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS. Without limiting the foregoing and notwithstanding anything to the contrary herein, Wavetechs' maximum aggregate liability to Customer will be limited to the total amount paid by Customer to Wavetechs hereunder for the twelve (12) month period prior to the event or events giving rise to such liability.

In no event will Wavetechs be liable to Customer, any of its representatives, or any third party for any claims arising out of or related to Customer's affairs, including the Services and Equipment, or for any lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of Services or Equipment or of any Customer's business, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

Wavetechs assumes no liability for any damage to, or loss of, Customer's equipment resulting from any cause other than Wavetechs' gross negligence or wilful misconduct. To the extent Wavetechs is liable for any damage to, or loss of, the Customer's equipment for any reason, such liability will be limited solely to the then-current value of the Customer's equipment and further subject to the limitations set forth herein.

11. Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each

party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (iv) is independently developed by the receiving party; or (v) is required to be released by law or regulation, provided that the receiving party provide prompt written notice to the disclosing party of such impending release, and the releasing party cooperate fully with the disclosing party to minimize such release.

12. Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 3,4,6,8,9,10, and 11. The expiration or termination of this Agreement will not (i) extinguish claims or liability arising prior to such expiration or termination, or (ii) extinguish claims or liabilities arising after such expiration or termination if such claims or liabilities specifically survive any expiration or termination as set forth herein.

13. Miscellaneous Provisions.

13.1. *Notices.* Any notice or communication required or permitted to be given hereunder may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as indicated on the SR, or at such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) days after mailed or sent, whichever is earlier.

13.2. *Resale.* Customer may resell the Service only with written consent of Wavetechs. If Customer resells any portion of the Services to any other party, Customer assumes all liabilities arising out of or related or connected to the resell of such Services and will indemnify and hold Wavetechs harmless from such liabilities. Customer shall enter into written agreements with all parties to which it resells any portion of the Services with terms and conditions at least as restrictive and protective of Wavetechs' rights as the terms and conditions of this Agreement.

13.3. *Assignment.* Wavetechs may assign its rights and responsibilities of this Agreement to a third party at any time for any reason. Customer may not assign its rights or delegate its duties under this Agreement without the prior written consent of Wavetechs. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

13.4. *Choice of Law and Attorney's Fees.* This Agreement will be governed by and construed pursuant to the laws of the State of Florida. Exclusive jurisdiction and venue for any litigation in connection herewith shall be Miami Dade County, Florida. If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this Agreement, suit should be brought for damages on account thereof, or to enforce the payment herein stipulated, or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits (including fees and costs incurred prior to filing suit), as determined by the court, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparing for or participating in any litigation in connection therewith. Attorney's Fees shall also include fees associated with the determination of attorney's fees including, but not limited to, evidentiary hearings, motions, etc. Interest shall accrue on that award at the maximum legal rate on all monetary amounts awarded for principal, interest, attorneys' fees, costs and all other amounts, from the date of that award until paid.

13.5. *Waiver.* The waiver by Wavetechs of any term, condition, or provision herein will not be deemed to be a waiver of any subsequent breach of the same or any other term, condition, or provision herein, nor will any custom or practice that may develop between the parties during the time that Services are provided be construed to waive or lessen the right of Wavetechs to insist upon the performance by the Customer in strict accordance with the terms and conditions herein.

13.6. *Headings; Construction.* The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against any Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party or Parties.

13.7 *Non-Solicitation.* During the term of this Agreement and for sixty (60) consecutive months thereafter, Customer will not, directly or indirectly, for its benefit or the benefit of any other person, firm, or entity, do any of the following:

13.7.1 Solicit the employment or services of, or hire, any person who was known to be employed by or was a known consultant to Wavetechns upon the termination of this Agreement with Wavetechns or within six (6) months prior thereto or

13.7.2 Otherwise interfere with the business, contractual agreements, or accounts of Wavetechns.

13.8 *Modification.* No modifications to Agreement will have any effect unless such modification is in writing and signed by each party's authorized representative.

13.9 *Severability.* It is the intention of the Parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of each state and jurisdiction in which such enforcement is sought, and that the unenforceability (or the modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, (a) such provisions will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible (or, in the alternative, should any provision contained in this Agreement be reformed or rewritten by any governmental authority, such provision as so reformed shall be fully binding on the Parties as if originally a part hereof).

13.10 *Garnishment Exemption Waiver.* If Customer or guarantor contributes more than one-half of the support for a child or other dependent, all or part of Customer's and/or guarantor's income is normally exempt from garnishment under Florida law. Customer and/or guarantor can waive this protection only by signing the SR. By signing the SR, Customer and/or guarantor agree to waive the protection from garnishment.

14. **Entire Agreement.** The SR, together with these Terms and Conditions and policies of Wavetechns, represent the complete agreement and understanding of the parties with respect to the subject matter herein, and supersede all previous and contemporaneous agreements, representations or understanding, written or oral related to the subject matter herein. This agreement may be modified only through a new SR signed by both parties. Both parties represent and warrant that they have full power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and that the person whose signature appears below is duly authorized to enter into this Agreement on behalf of the respective party.