

## **MLabs Industries LLC Customer Agreement**

"MLabs Industries LLC" or "we," "us," or "our" refers to MLabs Industries LLC, acting on behalf of its affiliates doing business as MLabs Industries LLC or other brands owned by MLabs Industries LLC or MLabs Industries LLC's assignee or successor. "You" or "your" refers to the person or entity that is the customer of record.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING OUR USE OF YOUR LOCATION INFORMATION (SEE SECTION 3.6). THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

This Agreement, including the MLabs Industries LLC Privacy Policy Located at <http://mlabsindustries.com/privacy/privacy-policy.pdf>, Customer Service Summary, and terms of service for wireless products, features, applications, and services (including content and other MLabs Industries LLC services included with your wireless service) ("Services") not otherwise described herein that are posted on applicable MLabs Industries LLC websites or Equipment, and any documents expressly referred to herein or therein, make up the complete agreement between you and MLabs Industries LLC and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement.

## **1.0 TERM COMMITMENT, CHARGES, BILLING AND PAYMENT**

### **1.1 What Is The Term Of My Service? How Can I Fulfill My Service Commitment? What are My Rights to Cancel Service and Terminate My Agreement?**

**Term of Service.** Your Agreement begins on the day we activate your Service(s) and continues through the Term of Service, typically a 12 month or 24 month period ("Service Commitment"), specified on your Customer Service Summary. At the end of your service commitment, this Agreement will automatically continue upon renewal of your Service.

**Equipment Activation.** Your subscription to our Service(s) requires that Equipment is shipped to You, You agree to activate (power on) the Equipment within seven (7) days of the shipment date. If Your Equipment is not activated by You within a month of shipping, Your monthly recurring charges, and any applicable Service Commitment, will begin.

**Fulfillment of Service Commitment.** You have received certain benefits from us in exchange for your Service Commitment. There are two alternative ways to fulfill your Service Commitment. You can pay for the Services described in your Customer Service Summary for the term of your Service Commitment, or you can terminate your Agreement prior to the end of your Service Commitment and pay an Early Termination Fee ("ETF"). The Early Termination Fee is not a penalty, but rather is an alternative means for you to perform your obligations under the Agreement that partially compensates us for the fact that the Service Commitment on which your rate plan is based was not completed.

**Your Termination Rights.** If you terminate within three (3) days of accepting the Agreement, MLabs Industries LLC will refund your activation fee, if any. However, you agree to pay MLabs Industries LLC for all fees, charges, and

other amounts incurred and owed under your Agreement, and you agree to return to MLabs Industries LLC any Equipment provided to You from MLabs Industries LLC in connection with your Service Commitment. If you fail to return this Equipment, you will be charged the difference between the amount you paid MLabs Industries LLC for the Equipment and the cost of replacement Equipment. MLabs Industries LLC also may charge you a restocking fee for any returned Equipment.

You may terminate your Agreement for any reason. However, you agree to pay MLabs Industries LLC for all fees, charges, and other amounts incurred and owed under your Agreement along with the applicable ETF. The Early Termination Fee is 20% of the total annual subscription cost of the product purchased.

### **1.2 What are MLabs Industries LLC's Rights to Cancel My Service(s) and Terminate My Agreement?**

MLabs Industries LLC may interrupt, suspend or cancel your Services and terminate your Agreement without advance notice for any reason including, but not limited to, the following:

- Any conduct that we believe violates this Agreement or MLabs Industries LLC's Acceptable Use Policy;
- Any conduct that involves the use of abusive, derogatory, insulting, threatening, vulgar or similarly unreasonable language or behavior directed at any of our employees or representatives whether it be in person, over the phone, or in writing;
- Any abusive use of our network or Services;
- You use your Equipment/Equipment and/or our Services for an unlawful or fraudulent purpose;
- You use your Equipment/Equipment and/or our Services in any way that: (a) is harmful to, interferes with, or negatively affects our network, other customers, or the network of any other provider, (b) is harmful to, interferes with, or negatively affects our Services or operations, (c) infringes intellectual property rights of MLabs Industries LLC or others, (d) results in the publication of threatening, offensive or illegal material, or (e) generates spam or other abusive messaging or calling, a security risk, or a violation of privacy;
- You resell our Services either alone or as part of any other good or service;
- Upon receipt of an order by a state or federal agency;
- You fail to make all required payments when due;
- You refuse to pay any required advance payment or deposit;
- We discover that you are underage;
- You provide inaccurate or misleading information; or
- You modify your Equipment from its manufacturer's specifications.

MLabs Industries LLC's rights under this Section 1.2 are in addition to any specific rights that we reserve in other provisions of this Agreement to interrupt, suspend, modify, or cancel your Services and terminate your Agreement.

After your Service Commitment ends, MLabs Industries LLC may terminate your Agreement at any time with 30 days notice.

### **1.3 Can MLabs Industries LLC Change My Terms And Rates?**

From time to time we might make changes to this Agreement. This could include charges, discounts, coverage, technologies, and other Service terms. We commit that we'll provide you with notice either in your bill or separately at least 30 days before we make any materially adverse change. So, for instance, if we increase your rate plan or the price of any of your Services more than what we've previously told you (such as in your Customer Service Summary) those would be materially adverse changes. But, not all changes are materially adverse. For example, here is a list of some changes that are not materially adverse: (1) increases to MLabs Industries LLC fees and taxes imposed by the government and passed on to you; and (2) changes to surcharges and regulatory cost recovery charges that do not exceed the limits set forth in your Agreement. We also want you to know that, if we make a materially adverse change during your Service Commitment (if any), you can cancel impacted Service without paying an early termination fee. **But, you do need to notify us of your desire to cancel Service at the following address within 30 days of receiving the notice: MLabs Industries LLC 14951 North Dallas Parkway Suite 400 Dallas, TX 75254.**

#### **1.4 How Will I Receive My Bill? What Charges Am I Responsible For? How Much Time Do I Have To Dispute My Bill?**

You will receive an electronic (paperless) bill emailed from MLabs Industries LLC's online account management site unless you tell us you want a paper bill. Each year we will send you an email containing your electronic bill. This will be sent to your official email address on file with MLabs Industries LLC. You are required to keep your email address current and to notify us immediately of any change in your email address. You always have the option of switching back to a paper bill. You will not receive a paper bill in the mail unless you expressly request one.

You are responsible for paying all charges for or resulting from Services provided under this Agreement, including any activation fee that may apply to each voice or data line. You will receive monthly bills that are due in full.

IF YOU DISPUTE ANY CHARGES ON YOUR BILL, YOU MUST NOTIFY US IN WRITING AT MLABS INDUSTRIES LLC 14951 NORTH DALLAS PARKWAY SUITE 400 DALLAS, TX 75254 WITHIN 30 DAYS OF THE DATE OF THE BILL OR YOU'LL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO PARTICIPATE IN ANY LEGAL ACTION RAISING SUCH DISPUTE.

Charges include, without limitation, recurring annual service, activation (if applicable), administrative, and late payment charges; optional feature charges; restoral and reactivation charges; and applicable taxes and governmental fees, whether assessed directly upon you or upon MLabs Industries LLC.

To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you're required to provide us with your 9-digit zip code and location. If you don't provide us with such information, or if your 9-digit zip code falls outside our Services area, we may reasonably designate a PPU within the Services area for you. You must live and have a mailing address within MLabs Industries LLC's coverage area or its assignee's or successor's.

**Auto Bill Pay:** If you enroll your account for automatic bill payments, you authorized MLabs Industries LLC to charge your debit/credit card or bank account automatically to pay your monthly statements, as well as any unpaid balances and fees if your MLabs Industries LLC service is disconnected. To cancel your authorization for Auto Bill Pay, you must email [support@mlabsindustries.com](mailto:support@mlabsindustries.com). You should also contact your card issuer or financial institution to advise that you have cancelled your enrollment. You will lose any promotional credits associated with your account if you opt out from Auto Bill Pay.

**Payment Upon Cancellation:** You are required to provide a bank account for ACH payments, a credit card, or a debit card to establish service. You acknowledge you have the authority to authorize charges to that card or bank account. This may or may not be the same bank account, credit card, or debit card used for Auto Bill Pay. By giving us your bank account, credit card, or debit card information, which you can change at any time by contacting us, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation of service. You also acknowledge and agree that you are required to maintain current bank account, credit card, or debit card information with us and agree to notify us whenever there is a change in such information, such as a change in the card number or the expiration date or a change in bank account or routing number and, additionally, that MLabs Industries LLC may obtain such updated information through payment card networks, card issuers or other third party sources to which you may have been required to provide credit card or debit card information.

#### **1.5 How Does MLabs Industries LLC Calculate My Bill?**

Usage and monthly fees will be billed as specified in your plan information online. If the Equipment you order is shipped to you, your Services may be activated before you take delivery of the Equipment so that you can use it promptly upon receipt. Thus, you may be charged for Services while your Equipment is still in transit. If, upon receiving your first bill, you have been charged for Services while your Equipment was in transit, you may contact [support@mlabsindustries.com](mailto:support@mlabsindustries.com) to request a credit. Except as provided below, annual Services and certain other charges are billed one year in advance, and there is no proration of such charges if Service is terminated on other than the last day of your billing cycle. You agree to pay for all services used with your Equipment.

#### **1.6 Are Advance Payments And/Or Deposits Required?**

We may require you to make deposits or advance payments for Services, which we may offset against any unpaid balance on your account. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. If you have more than one account with us, you must keep all accounts in good standing to maintain Services. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

#### **1.7 What if I fail to pay my MLabs Industries LLC Bill when it is due?**

You agree that for each bill not paid in full by the due date, MLabs Industries LLC may charge and you will pay a late payment fee. Restrictive endorsements are void.

You expressly authorize, and specifically consent to allowing, MLabs Industries LLC and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by MLabs Industries LLC to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to MLabs Industries LLC. You agree and acknowledge that any e-mail address or any other electronic address that you provide to MLabs Industries LLC is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

#### **1.8 What Happens If My Check Bounces?**

We'll charge you up to \$30 (depending on applicable law) for any check or other instrument (including credit card charge backs) returned unpaid for any reason.

#### **1.9 Who Can Access My Account and for What Purpose?**

Only You, the owner of your private Google provided email address, may access your account. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our Services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information.

#### **1.10 How will MLabs Industries LLC communicate with me about my Service?**

As your Security Services provider, we will need to communicate with you about your Service on occasion. We and our authorized agents may contact you by: bill message, text message, email, phone call, postal mail, in-app notification, push notification, or by other reasonable means, to advise you about your Service or other matters we believe may be of interest to you. **We and our authorized agents may use any one or a combination of these methods of communication to convey important notices (for example, changes to this Agreement, to your Service, legal notices, etc.). You expressly consent on behalf of all the wireless lines on your account to all such methods of communication regarding your Service, whether active or inactive.**

Email and text messages to the phone number and email address associated with your MLabs Industries LLC account are two of the primary methods that we use to contact you. The email address you provide at the time of ordering or Service activation is the email address we will use to communicate with you. You can update your email address through your MLabs Industries LLC account (accessible at <https://accounts.mlabsindustries.com>) or emailing [support@mlabsindustries.com](mailto:support@mlabsindustries.com). **Notices from us to you are considered immediately delivered when we send them to your email address or by text message from MLabs Industries LLC.**

## 2.0 HOW DO I RESOLVE DISPUTES WITH MLabs Industries LLC?

### 2.1 Dispute Resolution By Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

#### Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing our customer service department at [support@mlabsindustries.com](mailto:support@mlabsindustries.com). **In the unlikely event that MLabs Industries LLC's customer service department is unable to resolve a complaint you may have to your satisfaction (or if MLabs Industries LLC has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, MLabs Industries LLC will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from MLabs Industries LLC to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), MLabs Industries LLC will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what MLabs Industries LLC has offered you to settle the dispute.

### 2.2 Arbitration Agreement

1. MLabs Industries LLC and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
  - claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
  - claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
  - claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
  - claims that may arise after the termination of this Agreement.
2. References to "MLabs Industries LLC," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Equipment under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small

claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and MLabs Industries LLC are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

3. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to MLabs Industries LLC should be addressed to: Office for Dispute Resolution, MLabs Industries LLC, 14951 North Dallas Parkway Suite 400 Dallas, TX 75254 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If MLabs Industries LLC and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or MLabs Industries LLC may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by MLabs Industries LLC or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or MLabs Industries LLC is entitled.
4. After MLabs Industries LLC receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, MLabs Industries LLC will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless MLabs Industries LLC and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, MLabs Industries LLC will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the

standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse MLabs Industries LLC for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

5. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of MLabs Industries LLC's last written settlement offer made before an arbitrator was selected, then MLabs Industries LLC will:
  - pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
  - pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").
6. If MLabs Industries LLC did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
7. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws MLabs Industries LLC may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, MLabs Industries LLC agrees that it will not seek such an award.
8. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.  
**YOU AND MLabs Industries LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and MLabs Industries LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
9. Notwithstanding any provision in this Agreement to the contrary, we agree that if MLabs Industries LLC makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written



notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

## **3.0 TERMS RELATING TO YOUR Equipment AND CONTENT**

### **3.1 Your Equipment**

You agree that you won't make any modifications to your Equipment or its programming to enable the Equipment to operate on any other system. MLabs Industries LLC may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems.

### **3.2 What Information, Content, And Applications Are Provided By Third Parties?**

Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice.

MLABS INDUSTRIES LLC IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES.

Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among MLabs Industries LLC's content or service providers and you are bound by such policies or terms when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider.

Any information you involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by MLabs Industries LLC or any content providers or other third party. Delays or omissions may occur. Neither MLabs Industries LLC nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by your use of any information, application or content, or any information, application, or other content acquired through the Service.

You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither MLabs Industries LLC nor its content and service providers or suppliers, in providing information, applications or other content or services, or access to information, applications, or other content underwrites, can underwrite, or assumes your risk in any manner whatsoever.

### **3.3 Am I Responsible If Someone Makes A Purchase With My Account?**

Except as otherwise provided in this Agreement, if your Account is used by others to make purchases, you are responsible for all such purchases. If this occurs, you are giving those other users your authority to:

1. make purchases and to incur charges for those purchases that will appear on your bill;
2. give consent required for that purchase; or
3. make any representation required for that content, including a representation of the user's age, if requested.

### **3.4 What If My Equipment Is Lost Or Stolen?**

If your Equipment is lost or stolen, you must contact us immediately to report the Equipment lost or stolen. You're not liable for charges you did not authorize, but the fact that a call was placed from your Equipment is evidence that the call was authorized. Once you report to us that the Equipment is lost or stolen, you will not be responsible for subsequent charges incurred by that Equipment.

You can report your Equipment as lost or stolen and suspend Services without a charge by contacting us at [support@mlabsindustries.com](mailto:support@mlabsindustries.com). If there are charges on your bill for calls made after the Equipment was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may submit documents, statements and other information to show any charges were not authorized. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your Equipment is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your annual fee. We both have a duty to act in good faith in a reasonable and responsible manner including in connection with the loss or theft of your Equipment.

## **4.0 TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE**

### **4.1 What Are The Limitations On Service And Liability?**

Unless prohibited by law, the following limitations of liability apply. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, system capacity, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting service providers.

Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. MLabs Industries LLC is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all Equipment. MLabs Industries LLC is not responsible for loss or disclosure of any sensitive information you transmit. MLabs Industries LLC is not responsible for nonproprietary services or their effects on Equipment.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. MLABS INDUSTRIES LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS, AND IN NO EVENT SHALL MLABS INDUSTRIES LLC BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:

- a. act or omission of a third party;
- b. mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services or Software provided by or through us;
- c. damage or injury caused by the use of Services, Software, or Equipment;
- d. claims against you by third parties;
- e. damage or injury caused by a suspension or termination of Services or Software by MLabs Industries LLC; or
- f. damage or injury caused by failure or delay in detecting a vulnerability.

Notwithstanding the foregoing, if your Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly Service fee for the time period your Service was unavailable, not to exceed the monthly Service fee. Our liability to you for Service failures is limited solely to the credit set forth above.

Unless prohibited by law, MLabs Industries LLC isn't liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, Services, Software, or Equipment provided by or through MLabs Industries LLC, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

To the full extent allowed by law, you hereby release, indemnify, and hold MLabs Industries LLC and its officers, directors, employees, agents, successors, and assignees harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by MLabs Industries LLC or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF MLABS INDUSTRIES LLC, or any violation by you of this Agreement. This obligation shall survive termination of your Service with MLabs Industries LLC. MLabs Industries LLC is not liable to you for changes in operation, equipment, or technology that cause your Equipment or Software to be rendered obsolete or require modification.

SOME STATES, INCLUDING THE STATE OF KANSAS, DON'T ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR

EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

#### **4.2 How Can I Use My MLabs Industries LLC Service?**

All use of MLabs Industries LLC's Services is governed by MLabs Industries LLC's Acceptable Use Policy, which can be found at <http://mlabsindustries.com/aup/aup.pdf>, as determined solely by MLabs Industries LLC. MLabs Industries LLC can revise its Acceptable Use Policy at any time without notice by updating this posting.

#### **4.3 Who Is Responsible For Security?**

MLABS INDUSTRIES LLC DOES NOT GUARANTEE SECURITY. If you use your Equipment for any business purpose, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

#### **4.4 How Can I Use the Software?**

The software, interfaces, documentation, data, and content provided for your Equipment as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by MLabs Industries LLC (hereinafter "Software") is licensed, not sold, to you by MLabs Industries LLC and/or its licensors/suppliers for use only on your Equipment. Your use of the Software shall comply with its intended purposes as determined by us, all applicable laws, and MLabs Industries LLC's Acceptable Use Policy at <http://mlabsindustries.com/aup/aup.pdf>.

You are not permitted to use the Software in any manner not authorized by this License. You may not (and you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by MLabs Industries LLC and/or its licensors/suppliers.

MLabs Industries LLC and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge MLabs Industries LLC's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

## **5.0 ARE THERE OTHER TERMS AND CONDITIONS THAT APPLY TO FEATURES AND APPLICATIONS?**

Terms and conditions for certain features and applications are provided on the Equipment at the time of feature/application activation or first use. Certain features/applications will not be available in all areas at all times.

## **6.0 WHAT OTHER TERMS AND CONDITIONS APPLY TO MY WIRELESS SERVICE?**

### **6.1 Intellectual Property**

You must respect the intellectual property rights of MLabs Industries LLC, our third-party content providers, and any other owner of intellectual property whose protected property may appear on any website and/or dialogue box controlled by MLabs Industries LLC or accessed through the MLabs Industries LLC's websites. Except for material in the public domain, all material displayed in association with the Service is copyrighted or trademarked. Except for personal, non-commercial use, trademarked and copyrighted material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. ©2021 MLabs Industries LLC. All rights reserved. MLabs Industries LLC, MLabs Industries LLC logo and all other marks contained herein are trademarks of MLabs Industries LLC and/or MLabs Industries LLC affiliated companies.

### **6.2 Severability**

If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

### **6.3 Assignment; Governing Law; English Language**

#### **6.3.1 Assignment**

MLabs Industries LLC may assign this Agreement to any affiliate or to any non-affiliated third party without your consent and without notice to you, but you may not assign this Agreement without our prior written consent. Upon any assignment of this Agreement by MLabs Industries LLC, all references in this Agreement to "MLabs Industries LLC" or "we," "us," or "our" shall refer solely to the assignee of this Agreement and shall no longer refer to MLabs Industries LLC or its affiliates. From and after the date of any assignment of this Agreement by MLabs Industries LLC, MLabs Industries LLC will no longer be your service provider and the assignee shall be responsible for providing your services. You acknowledge and agree that MLabs Industries LLC will have no further liability or obligation to you if this Agreement is assigned by MLabs Industries LLC and your recourse for any liabilities or obligations shall be solely limited to the assignee of this Agreement. 10.3.2 Governing Law.

#### **6.3.2 Governing Law**

The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law.

### **6.3.3 English Language**

The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

### **6.4 Trial Services**

Trial Services are subject to the terms and conditions of this Agreement; may have limited availability; and may be withdrawn at any time.