

MLabs Industries LLC Terms of Service

Thank you for choosing MLabs Industries LLC as your Security Service(s) provider. These Terms of Service, including any schedules hereto and any terms incorporated herein by reference (" the Agreement") along with the applicable policies and additional terms which MLabs Industries LLC makes you aware of, including those listed below, set forth your obligations, the obligations of MLabs Industries LLC, and the rules you must follow when using MLabs Industries LLC services (as described in more detail below and on Schedule 1 hereto, as individually or collectively referred to herein as "Service(s)"). "You" or "your" refers to the holder of the Member Account. **THE DESCRIPTION OF YOUR SERVICE AND OTHER TERMS, SET FORTH IN THE CUSTOMER SERVICE SUMMARY OR ORDER CONFIRMATION LETTER YOU RECEIVED, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT.**

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. 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. ARBITRATION TERMS FOR ALL CUSTOMERS ARE SET OUT IN SECTION 13. PLEASE READ THE TERMS APPLICABLE TO YOU CAREFULLY.

For more information about different Services and specific provisions applicable to particular Services covered by this Agreement, please see the following Schedules.

Schedule 1 – Lists of Services by Brand Name and MLabs Industries LLC Entities

Schedule 2 – Security Services

NOTE: All services from MLabs Industries LLC are generally subject to the terms of MLabs Industries LLC's Customer Agreement, available at <https://mlabsindustries.com/customer-agreement/customer-agreement.pdf>.

This Agreement is based on three general principles. First, MLabs Industries LLC supports our customers' right to free expression. Second, MLabs Industries LLC will give our customers clear notice of any meaningful limitations on the Services. Third, MLabs Industries LLC will give our customers clear information about the experience they can expect when using the Services.

Your contract with us includes this Agreement (including the schedules hereto, which are incorporated into this Agreement by reference), and also includes the following materials:

- MLabs Industries LLC Privacy Policy found at mlabsindustries.com/privacy/privacy-policy.pdf;
- MLabs Industries LLC Acceptable Use Policy found at mlabsindustries.com/aup/aup.pdf; and
- Any other documents incorporated by reference herein or therein.

MLabs Industries LLC reserves the right to change fees, increase or decrease fees, or impose additional fees without notice. Additional fees may apply for non-standard installations or for equipment upgrades. Taxes may also apply and vary by location.

You must accept this Agreement as a condition of receiving the Service. By accepting this Agreement, you confirm you are a capable adult over the applicable age of majority (e.g. eighteen (18) years of age in most U.S. states and territories; nineteen (19) in Alabama and Nebraska; and twenty-one (21) in Mississippi and Puerto Rico – an "Adult"). If you are an entity, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement; and you are also confirming that this Agreement constitutes a valid and binding obligation of yours. You are responsible for ensuring that all use of the Service complies with this Agreement, and you will be deemed to have breached this Agreement if you or any other person, whether or not authorized by you, uses the Service in a manner inconsistent with this Agreement. By enrolling in, activating, using, or paying for the Service, you agree to the terms and conditions in this Agreement, including, but not limited to, the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Service, all of which are incorporated herein by reference.

1. Changes to this Agreement and/or the Service

We may change any terms, conditions, rates, fees, expenses, or charges regarding your Service at any time. We also reserve the right to modify or discontinue the Service, temporarily or permanently. We will provide you with notice of material changes via either your Member Account e-mail address or any other email address you provide, posting online at mlabsindustries.com/terms/tos.pdf, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of such changes.

2. Security Service

a. Service Description. Security Services are composed of vulnerability scanning appliances which engage in storing, transforming, processing, or utilizing information gathered about your devices actively or passively to determine risks; and communicates these data to the MLabs Industries LLC databases.

b. Availability and Service Changes.

1) Service Changes. MLabs Industries LLC reserves the right to modify or discontinue any Security Service (including rates and charges), temporarily or permanently. If MLabs Industries LLC makes a change that would have a material impact on your Service, MLabs Industries LLC will endeavor to provide you with reasonable notice of any such change. Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and Web site posting, MLabs Industries LLC may instead, at its sole discretion, require customers to enter into an agreement with MLabs Industries LLC regarding temporary material changes.

2) Technology Conversions. In the event that MLabs Industries LLC determines to provision Security Service at your location utilizing a different technology, we will evaluate whether the conversion can occur without significant interruption to your service, generally defined as no noticeable interruptions during normal business hours and no single interruption outside of normal business hours of more than one (1) hour in length. If we determine that the conversion can be accomplished without significant interruption in your service, we may elect to proceed with the conversion without prior notice to you. If we determine that the conversion is likely to result in a significant interruption in your service, we will endeavor to provide you with at least thirty (30) days' notice of any anticipated significant interruptions of your service via email, direct mail, bill page message, and/or bill insert. If, due to factors outside our control, we cannot provide you with thirty (30) days' notice, we will endeavor to provide you with as much advanced notice as circumstances reasonably allow. Following the period identified in such notice, we may at our sole discretion, either disconnect your service or temporarily suspend your service for up to fifteen (15) days to facilitate the conversion process.

As part of any conversion, we may, in our discretion, discontinue the particular Security Service you are currently receiving and make available to you an alternate Security Service at the then applicable rates, terms, and conditions, which may differ from your previous Security Service rates, terms, and conditions.

Your new Security Service may require different or additional equipment in order to fully utilize. If that proves to be the case, we will endeavor to either provide you with the required equipment or notify you of any equipment you will be required to provide on your own. You may also be required to review and accept new or additional terms and conditions related to the new Security Service and/or new equipment. If that proves to be the case, your acceptance of such terms and conditions will be a condition to your ability to access and utilize the new Security Service.

c. Service Provisions.

1) Network Management. Although MLabs Industries LLC reserves the right to manage any equipment used to access any Security Service, you are solely responsible for all security measures over your in-home network, including any Inside Wiring, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. MLabs Industries LLC may provide you with tools or software to assist you in managing one or more aspects of your network (which software would then be included in the term "Software" as used herein below), but you remain solely responsible for all aspects of your network, including any activity by children or

other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet or Security Services via your network and/or Wi-Fi. For that reason, MLabs Industries LLC recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Internet and Security Services and your network by anyone accessing your network, especially children.

3. Registration and Membership

a. Member Account. When you complete the registration process for the Service, you become the "Member Account" holder. To be a Member Account holder you must either be: (i) 18 years or older, if an individual, or, (ii) be a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement and acting through your duly authorized representative.

b. Member Account Responsibility. The Member Account holder is responsible for all activity associated with the Member Account, including all fees and charges.

c. Registration Data. All information that you provide to MLabs Industries LLC must be accurate, including your name, phone number, email address, location, and zip code ("Registration Data"). You are responsible for keeping all Registration Data accurate and must provide changes promptly to the MLabs Industries LLC Profile by logging on to this site: <https://accounts.mlabsindustries.com>

d. Password Protections. Your Google account password or passcode (as applicable) must be provided to engage in most online enabled account management functions. You agree to immediately notify MLabs Industries LLC if your Google password or passcode has been compromised; in the absence of such notification, you are responsible for activities on your Member Account.

4. Pricing

a. Term Plans, Bundle Discounts. When you purchased the Service, you agreed to a specific price and plan, which may have included a term for the Service of one or more years ("Term Plan"). Similarly, some plans may offer a discount on the Service if you sign up for other MLabs Industries LLC services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable. If you signed up for a Term Plan or a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of your plan expires; (2) you change your current Service address to another Service address; (3) you drop one of the MLabs Industries LLC services that you were required to purchase to receive the special rate; or (4) MLabs Industries LLC exercises a right under this Agreement to terminate your Member Account's use of the Service.

5. Termination or Cancellation of Service

a. *Your Decision to Terminate or Continue Service.* You may cancel your Service, but if you do so before the end of any applicable term, you will be subject to any early termination fee which may be associated with that plan as specified in your Customer Service Summary, your Order Confirmation Letter or the applicable Fee Schedule(s) (referred to as an "Early Termination Fee" or "ETF"). At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. Regardless of whether you are subject to any applicable term or have Service on a month-to-month basis, if you cancel Service prior to the end of your billing cycle, your Service cancellation will be effective as of the final day of your billing cycle for billing purposes. You will not receive a refund or prorated credit of any portion of Service if you cancel prior to the end of your billing cycle. If you elect to continue Service on a month-to-month basis, you should review the then current Agreement regularly at mlabsindustries.com/terms/tos.pdf. The then current Agreement will govern your Service. Your election to continue Service represents your agreement to the then current Agreement.

b. *Service Suspension/Termination by MLabs Industries LLC.* MLabs Industries LLC may immediately terminate or suspend your Member Account, and all or a portion of your Service without notice for any of the reasons set forth in MLabs Industries LLC's Acceptable Use Policy, or if: (a) you provide false or inaccurate information to MLabs Industries LLC; (b) you violate this Agreement or the MLabs Industries LLC Acceptable Use Policy; (c) you engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); or, (d) if you engage in conduct that is threatening, abusive or harassing to MLabs Industries LLC, employees or any of their vendor's employees or representatives, including, for example, making threats to physically harm or damage employee or company property, frequent use of profane or vulgar language, or repeatedly contacting our customer service representatives for reasons that do not pertain to our provisioning, maintenance, repair, or general servicing of your Service after you have been asked to stop such conduct. You may also be subject to suspension or termination pursuant to Section 6 below. If we terminate your Service and you have a term commitment that is subject to an ETF, we may charge you that ETF in addition to any other rights that we reserve in other provisions of this Agreement.

If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, MLabs Industries LLC has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the end of the billing cycle when the Service is terminated.

c. *Suspension and Termination for Non-payment.* MLabs Industries LLC may suspend or terminate Service if your payment is past due. While your Service is suspended, billing will continue for your monthly charges.

d. *Suspension and/or Termination upon Loss of Access.* Upon any interruption or loss of either your or MLabs Industries LLC's rights to access any part of the network facilities required to provide your Security Service, including the interruption or loss of any rights to access the land or buildings in which the facilities are located, MLabs Industries LLC may, in its sole discretion, suspend or terminate all or any portion of your Security Service. In general and where applicable, MLabs Industries LLC will utilize available public rights of way to access network facilities utilized for providing Services. However, if you are the owner of the location to which

your Services are provisioned, it is ultimately your responsibility to secure any necessary rights of access outside of the public rights of way. If you lease or rent the location at which you wish to receive Services, or if the location is located in a MTU type of arrangement, receipt of Services is expressly conditioned on the owner, landlord and/or building manager providing all customary, reasonable and necessary rights and permissions to allow MLabs Industries LLC access to the network facilities necessary to provide your Security Service. MLabs Industries LLC makes no representation and can't guarantee that the owner, landlord and/or building manager has or will provide the applicable rights and permissions necessary for you to receive Security Service or any particular grade of Security Service, and explicitly disclaims any such representation or guarantee. In the event of any interruption or loss of access, MLabs Industries LLC will endeavor to provide you with reasonable advanced notice of any suspension or termination of Security Service, however the timing of any suspension or termination, as well as the timing of any resumption of Security Services, are entirely at MLabs Industries LLC's reasonable discretion. In general, and unless otherwise specified, billing will continue for your monthly charges while your Service is suspended.

e. Restoral Fee and Payment of Past Due Amounts. If either you or MLabs Industries LLC suspends a Service for any reason set forth herein (other than due to MLabs Industries LLC's loss of access), you must make satisfactory arrangements to pay all past due amounts in order to have that Service restored. You will also be required to pay a Service Restoral Fee of no more than \$50 per incident of suspension or termination of a particular Service (subject to applicable law and except as may otherwise have been expressly agreed in writing).

6. Payment

You agree to pay in full annually: (1) the annual fee specified when you ordered your Service; (2) any charge(s) for equipment required for your Service; (3) activation fees, connection charges, and/or installation charges, if any; (4) late fees, Service Restoral Fees, and other applicable Service charges; and, (4) any applicable taxes, recovery fees, and surcharges that MLabs Industries LLC pays to municipalities and other governmental entities and may pass on to you. For a list of additional fees that could apply to the Service, please see the applicable Fee Schedules, which are expressly incorporated herein by reference.

a. Billing. If the Service is eligible for self-installation and you choose to self-install the Service, billing will begin when Service is provisioned by MLabs Industries LLC, whether or not you have installed and begun to use the Service. If you choose to have a technician install the Service, billing will begin when the installation is complete, unless you initially select to self-install, and subsequently ask for a technician installation (in which case, billing will begin when Service is provisioned by MLabs Industries LLC). If you are delinquent in any payment to us, you also authorize us to report any late payment or nonpayment to credit reporting agencies.

b. Method of Payment. Your annual charges may be billed via an annual MLabs Industries LLC bill or to a credit card. MLabs Industries LLC customers will automatically receive an online bill.

c. Credit Card Billing. You may be asked to provide us with a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize MLabs Industries LLC to charge and/or place a hold on your credit card with respect to any unpaid charges for your Services or any related equipment. You

authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement shall be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize MLabs Industries LLC and/or any other company who bills products or services, or acts as billing agent for MLabs Industries LLC, to continue to attempt to charge and/or place holds with respect to all sums described herein, or any portion thereof, to your credit card until such amounts are paid in full. You agree to provide MLabs Industries LLC with updated credit card information upon the request of MLabs Industries LLC and any time the information you previously provided is no longer valid. You acknowledge and agree that neither MLabs Industries LLC nor any MLabs Industries LLC affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at the option of MLabs Industries LLC, to the account number provided for such automatic payment or electronic funds transfer plan. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional fee. For a list of additional fees that could apply to the Service, please see the applicable Fee Schedule(s).

d. Online Billing for MLabs Industries LLC Internet Members. You must register online to establish a personal MLabs Industries LLC account and provide a billing email address. You will then be able to view and pay your bill via ACH or credit card as applicable to the invoice sent to your billing email address.

You understand that you have sole responsibility for the security of your Google password and you are solely responsible for notifying MLabs Industries LLC if your Google password is lost or stolen. MLabs Industries LLC is not liable for any claims, costs, damages, or expenses arising from a lost, misplaced, or stolen Google password. If you have forgotten your Google password or want to change your Google password for any reason, you may request to reset your Google password online. It is your responsibility to notify MLabs Industries LLC immediately if your contact information changes.

e. Late Payment Charge and Dishonored Check or Other Instrument Fee. You agree that for each bill not paid in full by the payment due date, a Late Payment Charge will be assessed of no more than \$100 per bill (subject to applicable law and except as may otherwise have been expressly agreed in writing). Please see the applicable Fee Schedule(s) to determine the Late Payment Charge amount applicable to your particular Service(s). Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any MLabs Industries LLC rights to collect the full amount due. You will also be charged a fee (the "NSF/Returned Check Fee") for each and any check or other instrument (including credit card charge backs) returned unpaid for any reason of no more than \$30 per check or transaction (subject to applicable law and except as may otherwise have been expressly agreed in writing).

f. Bill Inquiries. If you believe you have been billed in error for your Services or any related equipment, please notify us within 60 days of the billing date by contacting Customer Service (support@mlabsindustries.com). MLabs Industries LLC will not issue refunds or credits after the expiration of this 60-day period, except where required by law or regulation.

g. Refunds and Credits. Except as otherwise required by applicable law, any amounts refunded in the form of bill credits, cash payments, or any other form shall be inclusive of all applicable taxes that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any good or service will not result in the refund of any previously paid tax, fee, or surcharge.

7. Equipment & Software

a. Customer Equipment. Other than the equipment and/or software provided to you by MLabs Industries LLC for use with the Service (collectively, the "MLabs Industries LLC Equipment"), you must provide all equipment, devices, and software necessary to receive the Service. Any equipment or software that was not provided to you by MLabs Industries LLC, including batteries, is not the responsibility of MLabs Industries LLC and MLabs Industries LLC will not provide support for, or be responsible for ongoing maintenance of such equipment.

MLabs Industries LLC owns the equipment used to access your Service. MLabs Industries LLC reserves the right to manage such equipment for the duration of your Service and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment, the data or settings while you continue to receive the Service.

b. MLabs Industries LLC Equipment. Any MLabs Industries LLC Equipment will be either a new or a fully inspected and tested refurbished unit.

MLabs Industries LLC will repair or replace damaged MLabs Industries LLC Equipment as MLabs Industries LLC deems necessary and may charge you a fee for repair or replacement of the equipment. You understand that repair or replacement of equipment may delete stored content, reset settings, or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by MLabs Industries LLC or its subcontractors to your premises when a service request results from causes not attributable to MLabs Industries LLC or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by MLabs Industries LLC. If the equipment is damaged due to your intentional acts or negligence as determined by MLabs Industries LLC, you will be responsible for the price of repair or replacement.

If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by MLabs Industries LLC, you will be responsible for the price of repair or replacement. Any tampering with the MLabs Industries LLC Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your

intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose. You agree to use appropriate and reasonable care in using any and all Equipment. Tampering with the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence.

c. Access & Installation of Equipment. You will provide MLabs Industries LLC and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other Adult resident or guest at your location to grant access to your premises for these purposes. You understand and agree that MLabs Industries LLC may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a MTU, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow MLabs Industries LLC and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations MLabs Industries LLC deems appropriate for the work to be performed.

You acknowledge that MLabs Industries LLC may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring" or "IW"). You warrant that you own or control the Inside Wiring, and give MLabs Industries LLC permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify MLabs Industries LLC from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

d. Power and Battery Backup. The MLabs Industries LLC Equipment may require electrical power from your premises to operate, which you are responsible for providing. If there is a gateway at your premises, MLabs Industries LLC will not provide an initial gateway battery backup unit or an initial backup battery. Any backup battery solution is your responsibility.

You also agree to be solely responsible for determining when backup batteries for any MLabs Industries LLC Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries.

Note that MLabs Industries LLC Equipment without battery backup will not function in the event of a loss of customer-supplied power. This will disrupt your Security Service as well as any additional services that use the MLabs Industries LLC Service. MLabs Industries LLC will have no liability for loss of any service(s), whether provisioned by MLabs Industries LLC or a third party, in the event of interruption of customer-supplied power, with or without battery backup present in the MLabs Industries LLC equipment.

e. Theft or Misuse. You agree to notify MLabs Industries LLC immediately, in writing or by emailing the MLabs Industries LLC customer support email address, if the MLabs Industries LLC Equipment is stolen or if you

become aware at any time that Services are being stolen or fraudulently used. When you email or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the MLabs Industries LLC Equipment or Services (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen MLabs Industries LLC Equipment not owned by you; however, MLabs Industries LLC may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to MLabs Industries LLC of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by MLabs Industries LLC, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

f. Return of MLabs Industries LLC Equipment: Except as otherwise provided, MLabs Industries LLC Equipment must be returned to MLabs Industries LLC undamaged, within twenty-one (21) calendar days after your Service is terminated for any reason. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the MLabs Industries LLC Equipment within this time period. If all MLabs Industries LLC Equipment is returned within six (6) months of termination, any fees charged for such MLabs Industries LLC Equipment will be refunded (other than fees for damages). No refunds will be made for MLabs Industries LLC Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

8. Account Security

You will use your Google Account and Google password to access the Service. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your Google Account, Google Password, or IP address. You agree to do all of the following:

(a) immediately notify MLabs Industries LLC if you suspect any breach of security such as loss, theft, Public Use, or unauthorized disclosure or use of your Member Account, Google password, or any credit or charge card number provided to MLabs Industries LLC by emailing support@mlabsindustries.com.

(b) Ensure that you exit from your account at the end of each session; and,

(c) Periodically change your Google password. There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

9. Third Party Services

Using your private network, you may access products, services, websites, advertisements, and content ("Third Party Content and Services") from advertisers, publishers, vendors and other third parties ("Third Parties"). Your use of Third Party Content and Services may be subject to additional terms of use set by the Third Parties. **YOUR USE OF THIRD PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION.** MLabs Industries LLC does not investigate, monitor, represent, endorse or publish the Third Party Content and Services. Furthermore, MLabs Industries LLC does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that your use of any Third Party Content or Services will not infringe the rights of third parties. MLabs Industries LLC reserves the right to restrict or deny access to any Third Party Content and Services otherwise accessible through the Service. MLabs Industries LLC shall have no liability to you arising out of or in connection with your access to and use (or misuse) of the Third Party Content and Services.

10. Restrictions on Use

Your use of the Service is subject to the MLabs Industries LLC Acceptable Use Policy ("AUP") which may be viewed at <http://mlabsindustries.com/aup/aup.pdf> and is hereby incorporated into the Agreement as though fully set forth herein. In accordance with the AUP, MLabs Industries LLC reserves the right to deny, disconnect, modify, and/or terminate, without notice, the Member Account or the Service provided by MLabs Industries LLC to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/Email/Usenet abuse, (vi) uses which are harmful to or interfere with the use of the MLabs Industries LLC network or its systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, and, (viii) uses that constitutes a security risk or a violation of privacy. In addition, MLabs Industries LLC reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when MLabs Industries LLC reasonably determines that your use of the Service may expose MLabs Industries LLC to sanctions, prosecution, civil action or any other liability, See the AUP for a more detailed discussion of the policy.

a. No Resale. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application

b. Copyright Infringement & Digital Millennium Copyright Act. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity), or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). **MLabs Industries LLC assumes no responsibility, and you assume all**

risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

MLabs Industries LLC respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, MLabs Industries LLC has adopted and maintains a policy that provides for termination of Service in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. MLabs Industries LLC may limit, suspend or terminate your service at any time with or without notice to you.

MLabs Industries LLC's policies may be revised from time to time and, in addition, MLabs Industries LLC may in its sole discretion voluntarily participate, on terms acceptable to MLabs Industries LLC, in copyright alert and graduated response programs with other stakeholders.

c. Use by Children. MLabs Industries LLC is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 should not be permitted to access the Service unless added as a Sub Account by a Member Account holder who is their legal guardian. You understand that by adding a child to your Member Account, you are giving your child access to features that are available as part of the Service (including email, message boards, clubs, and instant messages) and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Service are appropriate for a minor.

MLabs Industries LLC suggests that you take advantage of the access controls offered with the Service, which allow you, as the Member Account holder, to block access to certain types of Web content you may feel are inappropriate for minors. However, MLabs Industries LLC also recommends that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Access controls provided through the Service are intended as a guide only. Neither MLabs Industries LLC nor its licensors can be responsible for any content accessed by you or minors, whether or not you take advantage of the access controls provided through the Service. In addition, neither MLabs Industries LLC nor its licensors guarantee the accuracy of such access controls, and you agree that you will not hold MLabs Industries LLC liable for any loss or damage of any kind incurred as a result of the use of such access controls.

d. Network Management. MLabs Industries LLC reserves the right to engage in reasonable network management practices, and to protect its network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that MLabs Industries LLC may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology; and/or, (iii) a modification of or a limitation on a customer's data throughput speed or data consumption.

A very small percentage of customers use the Service in a way that creates harm to the network, compromised capacity, degradation in network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that MLabs Industries LLC adopts a network management practice which will apply to your Service, we will provide you with a notice, by Web posting, bill insert, email, letter,

and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

11. Data Management / Content

a. Data Management. You are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control, and changing data on or settings for your equipment. MLabs Industries LLC is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

b. Content. You, and not MLabs Industries LLC, are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Service ("User Content").

MLabs Industries LLC does not claim ownership of User Content.

MLabs Industries LLC may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or, (d) protect the rights, property, or personal safety of MLabs Industries LLC, other end users, and the public.

12. Privacy Policies

Your use of the Service and registration data and certain other information about you are subject to the respective privacy policies of MLabs Industries LLC. This policy is available at:

<http://mlabsindustries.com/privacy/privacy-policy.pdf>.

13. DISPUTE RESOLUTION WITH MLabs Industries LLC BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by emailing our customer service department at support@mlabsindustries.com. **In the unlikely event that the MLabs Industries LLC 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.

Arbitration Agreement

- a. MLabs Industries LLC and you agree to arbitrate **all disputes and claims** between you and MLabs Industries LLC. 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
 - Claims that may arise after the termination of this Agreement
- b. 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 the Service 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. 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.
- c. 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: MLabs Industries LLC 14951 North Dallas Parkway Suite 400 Dallas, TX 75254 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought

("Demand"). If MLabs Industries LLC and you do not reach an agreement to resolve the claim within thirty (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.

- d. 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, 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 www.adr.org, by calling the AAA at 800.778.7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) 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.
- e. 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 the last written settlement offer made by MLabs Industries LLC before an arbitrator was selected, then MLabs Industries LLC will:
- Pay you the greater 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").
- f. 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 fourteen (14) days of the arbitrator's ruling on the merits.
- g. The right to attorneys' fees and expenses discussed in paragraph (d) 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.
- h. 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 proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- i. 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 the period of time that you are receiving Services, 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.

14. Software - End User License Agreement

MLabs Industries LLC, or its applicable third-party licensors, grants you a personal, non-exclusive right and license to use the object code of any software provided to you in conjunction with the Service on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer,

reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by MLabs Industries LLC for use in accessing the Service. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement.

MLabs Industries LLC, or applicable third-party licensors may provide Software upgrades, updates, or supplements (such as, but not limited to, adding or removing features or updating security components). You understand, whether the equipment is owned by you or MLabs Industries LLC, that MLabs Industries LLC, or the applicable third-party licensor, has the unrestricted right, but not the obligation, to upgrade, update, or supplement the Software on your equipment at any time.

Export Limits. None of the software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the United States has embargoed goods, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. government regulations, including without limitation, anyone who is not a citizen, national, or lawful permanent resident of the United States.

15. Operational Limits/Force Majeure

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that MLabs Industries LLC is not liable for such interruptions. You further understand and agree that MLabs Industries LLC has no control over third-party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of MLabs Industries LLC. In addition, MLabs Industries LLC is not liable for any failure of performance due to any cause beyond their reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil, or military authority, or suspension of existing service in compliance with state and/or federal law, rules, and regulations, or delays caused by you or your equipment.

16. Customer Service Support

MLabs Industries LLC provides free basic customer care for Service purchased from MLabs Industries LLC and covered under this Agreement. Although MLabs Industries LLC reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as MLabs Industries LLC deems necessary (in each case, as described in, and subject to the terms and conditions (including fees and other charges) set forth in, Section 7 above), MLabs Industries LLC does not provide support for devices that access the Service under this Agreement.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE, AND/OR SOFTWARE IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND. MLabs Industries LLC AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.
2. MLabs Industries LLC AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE, AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE, AND/OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, COMPLETE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, AND/OR SOFTWARE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE, AND/OR SOFTWARE WILL MEET YOUR EXPECTATION, (v) ANY ERRORS IN THE SERVICE, AND/OR SOFTWARE WILL BE CORRECTED AND (vi) THE SERVICE AND/OR SOFTWARE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OF HARMFUL COMPONENTS.
3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE, AND/OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MLabs Industries LLC OR THROUGH OR FROM THE SERVICE, AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER MLabs Industries LLC NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF MLabs Industries LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICE, THE EQUIPMENT AND/OR SOFTWARE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE, AND/OR SOFTWARE; (e) FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM (INCLUDING THE EQUIPMENT, DEVICES, AND SOFTWARE THAT YOU PROVIDE TO RECEIVE THE SERVICE) WITH THE SERVICE, AND/OR SOFTWARE; (f) ANY OTHER MATTER RELATING TO THE SERVICE, AND/OR SOFTWARE; AND/OR (g) BATTERY BACKUP.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

19. Indemnity

You agree to indemnify and hold MLabs Industries LLC, and its subsidiaries, affiliates, officers, agents, co-branders, licensors, or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of this Agreement, your violation of the AUP, or your violation of any rights of another.

You acknowledge that you are responsible for all use of the Service using your account, including use by Sub Accounts, and that this Agreement, the Acceptable Use Policy, and Privacy Policies, as amended from time to time, apply to any and all usage of your account, including use by Sub Accounts. You agree to abide by these terms and you agree to defend, hold harmless, and indemnify MLabs Industries LLC from and against any and all claims stemming from usage of this account and any Sub Account - whether or not such usage is expressly authorized by you.

20. General

a. Contact Information. Unless otherwise specified in this Agreement, notices by Members to MLabs Industries LLC must be given by emailing: support@mlabsindustries.com.

b. Trademark Information/Proprietary Rights. MLabs Industries LLC and the MLabs Industries LLC logos and all other MLabs Industries LLC brands, logos and product and service names ("MLabs Industries LLC marks") are registered trademarks or trademarks of MLabs Industries LLC Intellectual Property. Any use of MLabs Industries LLC Marks is prohibited without permission of MLabs Industries LLC Intellectual Property.

Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the Member ID, email address, Universal Resource Locator, IP address, or domain name used by you in connection with the Service.

c. Additional Terms. This Agreement, any other policies or guidelines referenced herein and the terms set forth in any promotional offer for the Service constitute the entire agreement between MLabs Industries LLC and you. This Agreement governs your use of the Service, superseding any prior agreement between you and MLabs Industries LLC with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other MLabs Industries LLC or affiliate services, third-party content, or third-party software. The failure of MLabs Industries LLC to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement. You agree that regardless of any statute or laws to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. We can assign all or part of MLabs Industries LLC rights or duties under this Agreement without notifying you. You may not assign this Agreement or the Services without prior written consent. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable. The section titles and paragraph headings in this Agreement are for convenience only and have no legal or contractual effect.

d. Survival. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancelation, or expiration of this Agreement, will survive the termination, cancelation, or expiration of the Agreement, including, but not limited to those in the following sections: Equipment and Software, Payment, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution by Binding Arbitration, and General.

To report violations of this Agreement or the MLabs Industries LLC Acceptable Use Policy, please go to: <http://mlabsindustries.com/aup/aup.pdf> or e-mail us at abuse@mlabsindustries.com.

e. Consent to Contact. You expressly authorize, and specifically consent to allowing, MLabs Industries LLC and/or its affiliates, outside collection agencies, outside counsel, or any other agents acting by or on behalf of

MLabs Industries LLC (collectively, the "MLabs Industries LLC Parties") to contact you with informational messages regarding your account, including but not limited to contact in connection with any and all matters relating to unpaid past due charges billed by MLabs Industries LLC to you. You agree that such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address including a number for a cellular phone or other wireless device or service (collectively, your "Contact Information") that you have provided, or may in the future provide, to MLabs Industries LLC or any MLabs Industries LLC Party, or which any MLabs Industries LLC Party otherwise identifies as your Contact Information, and to any and all telephone numbers, wireless devices or electronic addresses billed on your MLabs Industries LLC account. You expressly consent and agree that such contact may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, text messages delivered by an automated 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, regardless of whether you incur charges as a result. You agree to provide true, accurate, current and complete contact information to MLabs Industries LLC and its authorized agents and to promptly update your contact information to keep it true, accurate and complete.

Schedule 1 - List of Services by Brand Name and MLabs Industries LLC Entities

Unless otherwise expressly provided in writing to the contrary, the services covered by the applicable terms include, without limitation, those listed below and are generally provided by the applicable MLabs Industries LLC entities identified below.

Security Services include

MLabs Industries LLC Sentry (MLabs Sentry)

MLabs Industries LLC Sentinel (MLabs Sentinel)

All companies listed in this Schedule 1 are referred to in this Agreement, where, as and to the extent applicable, as "MLabs Industries LLC or "we," "us," or "our".

Schedule 2 - Security Services

Additional Equipment for MLabs Industries LLC Customers. MLabs Industries LLC will make available to you certain equipment, which may include one or more of the following:

(1) a Sentry Gateway ("SG") located inside your premises,

all of which are herein collectively referred to as "Security Equipment"), required for your Service. You agree to pay any applicable monthly equipment fee for the Security Equipment required for use with your Service, as part of your purchase of or continued use of the Service and/or other MLabs Industries LLC services. Equipment fees and purchase options depend on the MLabs Industries LLC Services and/or rate plans you order and the installation options you choose.

The SG is installed inside your premises and is required for the Service to function. A SG allows for vulnerability detection and database reporting capabilities. A SG resides indoors and has a power cord that plugs into a common electrical outlet. A battery backup is recommended in case of a power outage. Once the SG has been installed, you may not move the SG to a different location or reposition at your address or any other address.

Return of Equipment.

MLabs Industries LLC is the owner of the SG. Upon termination of your Service for any reason, MLabs Industries LLC shall remain the owner of the SG, and you must return the SG, undamaged, within 21 calendar days to MLabs Industries LLC. If the SG is not returned within 21 calendar days, or is returned damaged, you will be charged for the replacement value of the SG.

Return of any additional and/or optional equipment may be subject to different rules or requirements than the Security Equipment which will be communicated to you at the time of return.

Changing Service Location

You may not use the Security Service at any address other than your Service address or move any of the Equipment to another address while you remain an MLabs Industries LLC Fixed Wireless customer. If you are moving to a new residence at which the Security Service is available, and you wish to continue using the Service, you may request that MLabs Industries LLC install the Service and the Equipment at, and change your Service address to, your new residence, although we may require a contract extension for any such installation and change. If the Security Service is not available at your new residence or if we cannot perform installation at such residence for any reason, and if you also have a Term Plan, you will be charged any applicable Early Termination Fee. If you change your service location but fail to give us prior notice, your Service will not be cancelled, and your Service charges will continue to apply.

Prohibited Network Uses

A network is a shared resource. To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, certain activities and uses are prohibited (Prohibited Network Uses). These Prohibit Network Uses are in addition to and not in lieu of the requirements set forth in MLabs Industries LLC's Acceptable Use Policy. We may take any and all reasonable actions necessary to restrict any

prohibited network uses, including those addressed in MLabs Industries LLC's Acceptable Use Policy and/or any use in a manner that:

- Hinders other customers' access to a wireless network;
- Negatively affects our network or compromises network security or capacity;
- Excessively and disproportionately contributes to network congestion;
- Adversely impacts network service levels or legitimate data flows;
- Degrades network performance; or
- Causes harm to the network or other customers.