

IGOTCHA® SUBSCRIPTION, PURCHASE AND LICENSE AGREEMENT

By clicking the “I agree to the terms and conditions above” button or otherwise installing an iGotcha device or using this Website, you indicate your understanding and acceptance of the terms of this Agreement and that you are entering into a binding legal contract. If you do not wish to be bound by this Agreement, do not click the button and do not use the website or any related products.

In this Agreement, you are referred to as “Client.”

This Agreement (“Agreement”) is entered into by Company, defined below, and Client, as of the date of your agreement hereto (“Effective Date”). This Agreement governs your subscription to iGotcha® services, purchase of iGotcha products and/or license of iGotcha services, including any products and services identified in this Agreement, and any other products and services you order during the term of this Agreement (collectively, the “Offerings”).

The Offerings are provided by Company to Client subject to Company's standard terms and conditions (the “Standard Terms”) and the additional terms and conditions, if any, that apply to the element of the Offerings ordered (the “Item Terms”), and the quotation provided to Client by Company (“Quotation”). To the extent any Offerings involve use of a website operated by Company or its agents, use of such website will also be subject to the site's website usage agreement and privacy policy (jointly the “Website Terms”), which are available through hyperlinks on each website. Copies of the Standard Terms, Item Terms, and Website Terms are attached hereto or, if not attached, are available at www.igotchagps.com/terms-and-conditions and are hereby incorporated in their entirety into this Agreement. The term “Agreement” includes this Agreement together with all incorporated Standard Terms, Item Terms, Website Terms and Quotation. The Standard Terms, Item Terms, Website Terms and Quotation in effect at the time each order is placed govern the terms of that order. By clicking “I agree to the terms and conditions above”, Client is agreeing to be legally bound by the Agreement in effect each time.

In the event you previously signed and/or agreed to an Agreement for the subscription, purchase or license of iGotcha® products or services, that agreement shall have no further force or effect and, with the execution of this Agreement, shall be replaced in its entirety hereby.

Client and Company, and their respective signatories, represent that they are authorized to enter into this binding legal contract.

Item Terms:

Device: GPS Tracking Device, which may be purchased along with a license of Airtime Service or received in connection with a Subscription. A Device may not be purchased without Airtime Service.

Airtime Service: Services that include cellular airtime for a Device and the ability for Client to receive communications from the Device regarding the Device's location.

- a. Airtime Service is licensed on a prepaid basis.
- b. Airtime Service commences when the Device it supports is shipped.
- c. Licenses are offered in terms ranging from one to five years.
- d. A license for less than five years may be renewed in one-year increments.

Subscription: A plan, selected by Client, that provides, on a monthly basis: (i) Devices requested by Client, and (ii) Airtime Services for the requested Devices.

- a. Subscriptions are offered in one-year plans and automatically renew for one-year periods, unless cancelled.
- b. Plan fees are invoiced and payable monthly, in advance.
- c. Plans allow Client to request, in each month during a plan year, up to the monthly number of Devices included in the plan selected.
- d. Client requests for more Devices than the monthly number of Devices included in Client's plan will modify Client's Subscription to a new plan that accommodates the requested number of Devices. The new plan will have the same term and automatic renewal features as the initial plan. For example, if the initial selection is a plan with a monthly maximum of 10 Devices and Client requests 11 Devices, Client's monthly invoice will be adjusted, and when payment is made at the new plan rate (or, if Client has already paid its monthly fee, the difference between the old plan rate and the new plan rate is paid), Client will be enrolled in the new plan. The plan renews automatically at the new plan level at the end of the current Subscription term.
- e. Client may change plans to increase the number of Devices at any time but may only change plans to a lower volume plan once during a plan year.
- f. If Client requests fewer than the monthly number of Devices included in its plan during a month during a plan year, the difference between the number requested and the number included in that month, up to two months allocation of Devices, may be deferred and added to later months' requests during Client's Subscription.
- g. All Devices provided in connection with a Client Subscription include Airtime Service (including cellular airtime and the ability to receive communications) for two years from shipment of the Device, even if the Subscription ends (unless the Subscription is terminated for default).

Available Devices, Airtime Service, Subscriptions and pricing are included in Company's quotation, as appropriate.

By clicking "I agree to the terms and conditions above", by installing an iGotcha Device and/or by using this Website, Client is agreeing to be legally bound and to fully accept all terms and conditions of this Agreement.

STANDARD TERMS AND CONDITIONS

- DEFINITIONS:** All capitalized terms not expressly defined herein shall have their ordinary meaning. The term "Company" means In Auto, LLC.
- AGREEMENT TO PURCHASE:** Client agrees to purchase and/or license from Company, subject to the terms set forth herein, and Company agrees to provide to Client, the Offerings ordered by Client described in the Agreement (the "Agreement"), or otherwise ordered by Client, for use by Client in accordance with this Agreement. Where the Offering is identified as a license, such Offering is licensed, and not sold. License terms are set forth in the applicable Item Terms or, where applicable, Website Terms. Certain Offerings that are not identified as a license may include embedded software or other intellectual property. Such embedded intellectual property, if any, is licensed, and not sold. Terms and conditions of licenses for embedded intellectual property, if any, are set forth on the applicable Item Terms or on the Company website. Company expressly reserves any and all intellectual property rights in the Offerings, including, without limitation, embedded intellectual property.
- EACH LOCATION MUST HAVE A SEPARATE AGREEMENT:** For Subscription Clients, this Agreement is for use at only one location. In the event Client operates more than one location, and wishes to order Subscriptions, Client must enter into a separate Agreement for each location.
- NON-TRANSFERABLE:** Offerings may be purchased only from authorized Company employees and may not be resold, reassigned, transferred or used by other parties without the written approval of Company, which approval may be withheld in Company's sole discretion. Any unauthorized resale, assignment or transfer shall be deemed a default and a material breach of this Agreement. Company shall not be obligated to provide Subscription Services to unauthorized transferees, assignees or users.
- DEFAULT:** Client shall be in default under this Agreement if it fails to perform any of its obligations, makes any false or misleading representations, violates state or federal laws pertaining to the Offerings, and/or becomes delinquent in payment. In the event Client is in default, this Agreement may be terminated by Company effective upon written notice from Company to Client. Upon termination, Client shall remain responsible for payment of Subscription fees for the remainder of any Subscription. Upon default, Client's Subscriptions (including the right to receive Devices and all access to Airtime Services), and all licenses granted by Company in connection with this Agreement, will be immediately suspended until the default is cured, if possible and permitted, in Company's sole discretion. Further, Client agrees to reimburse Company for all costs, expenses, and attorney's fees incurred by Company to enforce the terms of this Agreement. No delay in claiming a default shall constitute a waiver thereof.
- NATURE OF RELATIONSHIP:** Client and Company, as independent contractors, expressly agree that this Agreement does not constitute or create a joint venture, partnership, financing agreement, agency, representative or employment relationship between Client and Company or Client and Company's service providers, suppliers or licensors.
- LIMITED WARRANTY:** Company warrants to the original purchaser that, for a period of one (1) year from date of shipment, Devices purchased from Company will be free from defects in materials and workmanship under normal use, and will conform to Company's applicable specifications. Company will, at its sole option and expense, repair, modify, or replace (with the same or substantially similar product, as determined by Company) any Device which does not conform to this warranty, and will do so without additional charge when Device is returned to Company. All replaced Devices become the property of Company. Repairs may be made with new or used components, and replacement Devices may be new or refurbished. This limited warranty does not extend to defects or damage, which, in the sole judgment of Company, result from neglect, accident, mistreatment, including improper installation or testing, abuse or non-Company alteration, modification or repair. Return of the repaired Device does not include insurance, postage, shipping, handling, or applicable customs and duties, all of which shall be the responsibility of Client. This warranty is not transferable. Company's liability, and the exclusive remedy for breach of warranty, is limited to repair or replacement as provided above. This warranty is contingent upon the proper use of the Device in accordance with all specifications and instructions of Company. The warranty does not apply to Devices which have been tampered with or altered mechanically or electronically in any way, or (i) defect, damage or failure resulting from disasters, natural causes, accidents, act of God, abuse or misuse; (ii) defect, damage or failure resulting from power surges or other defect of electrical power or external circuitry, (iii) defect, damage or failure resulting from water, fire, or chemical damage; (iv) Devices whose casings, warranty/quality stickers, product serial number stickers, have been removed, written on, defaced, altered, or rendered illegible; (v) use or operation outside of the usage parameters set forth in Company's specifications, or (v) anyone other than Company or its authorized representative modifying, repairing or servicing the Device. Client must request a return material authorization (RMA) number in accordance with Company's RMA policy prior to returning any Device to Company for warranty service. Defects in Devices provided in connection with a Subscription will be handled in accordance with Company's RMA policy as long as Client maintains a current Subscription. Any Device received without an RMA number may be returned to the sender by Company without repair.
- LIMITATIONS AND DISCLAIMERS:** Under no circumstances will Company and/or its suppliers, licensors, affiliates (entities controlled, controlling or under common control with Company) or any of its or their directors, officers, employees, agents or

subcontractors be liable under any theory of tort, contract, strict liability or other legal or equitable theory for indirect, incidental, special, exemplary, punitive or consequential damages (including, without limitation, lost profits or revenue, lost data, loss of goodwill or business opportunity or costs of procurement of substitute devices or services) each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether Company or any employee, officer or entity has been advised of the possibility of such damages. Client acknowledges and agrees that Company makes neither assurances nor warranties regarding the capabilities of Offerings, any claims of Offerings success in Client's use, or any warranty that the Offerings will always operate, meet Client's business requirements, or enable recovery of all assets. Company shall not be responsible for transmission delays, sabotage, areas without coverage, production or shipping delays, unavailability of Offerings, changes to cellular service by carrier, or unavailability of cellular service by interruption or loss of access to carrier towers, viruses from device or website usage.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL COMPANY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES ARE BASED, EXCEED THE LESSER OF THE FEE FOR ONE MONTH OF CLIENT'S SUBSCRIPTION PLAN, PURCHASES DURING THE MONTH PRECEDING THE DATE OF THE CLAIM OR ONE THOUSAND DOLLARS (\$1,000.00). THE EXISTENCE OF MORE THAN ONE CLAIM DURING THE TERM HEREOF WILL NOT ENLARGE THIS LIMIT.

CLIENT BEARS SOLE RESPONSIBILITY TO DETERMINE WHETHER THE USE OF THE DEVICES AND/OR SERVICES PROVIDED HEREUNDER, CONFORM TO APPLICABLE, FEDERAL, STATE AND LOCAL LAWS. COMPANY MAKES NO REPRESENTATION WHATSOEVER AS TO THE APPROPRIATENESS OF THE CLIENT'S APPLICATION OR USE OF ANY OFFERING.

EXCEPT AS EXPRESSLY SET FORTH IN THE APPLICABLE ITEM TERMS, ALL OFFERINGS ARE PROVIDED AS-IS, WITH ALL FAULTS, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT THE OFFERINGS WILL BE FREE OF ERRORS OR UNINTERRUPTED, WILL MEET THE REQUIREMENTS OF CLIENT, WILL FUNCTION IN CLIENT'S TECHNOLOGY ENVIRONMENT OR BE COMPATIBLE WITH ANY THIRD-PARTY PRODUCTS, SERVICES, NETWORKS OR PLATFORMS.

CLIENT MAY NOT BRING AN ACTION FOR ANY BREACH OF THIS AGREEMENT, OR FOR ANY OTHER ALLEGED CLAIMS AGAINST COMPANY, MORE THAN ONE YEAR AFTER THE ACTION ACCRUES.

CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY IN SOME JURISDICTIONS. IN SUCH CASES, THE PARTIES AGREE THAT THESE LIMITATIONS WILL BE APPLIED TO THE FULLEST EXTENT CONSISTENT WITH APPLICABLE LAW.

THE PARTIES UNDERSTAND AND AGREE THAT COMPANY PRICING IS DETERMINED BASED ON THE ALLOCATION OF RISK RESULTING FROM THESE LIMITATIONS ON DAMAGES AND ACTIONS, AND THE DISCLAIMERS THROUGHOUT THIS AGREEMENT, AND THAT THEY ARE MATERIAL TERMS WITHOUT WHICH COMPANY WOULD NOT ENTER INTO THIS AGREEMENT.

9. **LIMITED TRADEMARK LICENSE:** Client is hereby granted a limited, revocable, non-exclusive, at-will license to use the Company trademarks, service marks and trade names (the "Marks"), solely during the term of this Agreement, and solely in connection with the use, promotion, sale and marketing of the Offerings by Client pursuant to this Agreement. Client agrees that all goodwill from Client's use of the Marks shall inure to the benefit of Company and nothing in this Agreement gives it any right, title or interest in the Marks (except the right to use the Marks in accordance with the terms of this Agreement). All uses of the Marks shall be in full compliance with relevant laws and regulations. Upon request, Client shall provide to Company samples of any uses of any Mark being made by Client. Company may, in its sole discretion, approve, disapprove, or withdraw its approval of any such use at any time. If approval is withdrawn Client shall immediately cease all such use.

10. **LIMITED SOFTWARE LICENSE:** Offerings may include or contain software that enables or supports its or their operation, service and use (jointly the "Software"). All Software is owned exclusively by Company and its licensors. Client is hereby granted a limited, non-transferrable, non-exclusive license to use the Software, solely in connection with the Offerings in accordance with the terms and conditions of this Agreement. The foregoing license shall terminate immediately and automatically upon (i) termination of this Agreement, (ii) Client's breach of any term or condition of this Agreement (including without limitation unauthorized sale or transfer of a Device), (iii) any tampering with, or alteration of (mechanical or electronic, including without limitation re-crystallization) a Device, or (iv) removal, defacement or alteration of any warranty/quality stickers, warning labels or, product serial numbers; (v) use or operation of a Device outside of the usage parameters set forth in Company's specifications, or (vi) repair or servicing of a Device by anyone other than Company or its authorized representative. In the event a license is terminated for any reason, Client agrees to immediately cease use and operation of the Software. Use of the Company website is subject to additional licenses, terms and conditions as set forth in the Website Terms.

11. **RISK OF LOSS; TITLE; AND SECURITY INTEREST:** All Devices are delivered Ex-Works (Incoterms 2020) Company's warehouse or shipping point. Shipping or delivery dates are good-faith estimates only. Company reserves the right to make deliveries in installments and to bill separately for each such installment and delay or default on any installment shall not relieve Client's obligation

to accept and pay for remaining installments. In the event of a shipment shortage, Client shall notify Company in writing within fifteen (15) days of receiving such shipment or the claim shall be deemed waived. Client hereby grants to Company a purchase money security interest in all Devices to secure payment in full of amounts due. Client agrees to sign and return a UCC-1 Financing Statement and/or other documents needed to perfect such security interest, and to do so promptly, should Company so request.

12. **INSTALLATION:** All Devices must be installed according to Company's specifications and any provided instructions. Unauthorized or improper installation voids Company's limited warranty and results in the immediate termination of any license for any embedded software or other intellectual property.

13. **PAYMENT:** Device purchases must be paid for before they are shipped. To the extent Client receives Devices prior to executing or otherwise acknowledging its acceptance of this Agreement, Client's use of any one of the Devices (or any services relating to such Devices) shall represent Client's acceptance of the Agreement.

Airtime Services are billed in advance, at the beginning of their term. Airtime Service plans may be updated from time to time by Company or its suppliers and the terms and conditions in effect as of shipment of the associated Device or at the time of renewal shall apply. All terms and conditions are available on Company's website or by contacting Company. Incremental charges and other service charges (including, without limitation, activation fees and charges for additional access units) may also apply and are billed in arrears.

Subscriptions are billed monthly, in advance.

All prices are exclusive of any amount for federal, state, local or foreign excise, sales, use, property, retailer's occupation or similar taxes, or any duties, customs or similar charges.

Accounts delinquent in excess of fifteen (15) days shall be subject to interest at the rate of the lesser of one and one half percent (1.5%) per month or the highest rate permitted by law. Additional late payment fees may also apply.

COMPANY MAY SUSPEND OR TERMINATE SUBSCRIPTIONS AND/OR AIRTIME SERVICES (INCLUDING DISABLING ACCESS TO THE AIRTIME SERVICES) IF ANY DELINQUENT AMOUNTS ARE NOT PAID IN FULL WITHIN FIVE (5) DAYS OF CLIENT'S RECEIPT OF NOTICE THAT PAYMENTS HAVE NOT BEEN RECEIVED OR IMMEDIATELY IN THE EVENT CLIENT PROVIDES A CREDIT CARD FOR RENEWAL FEES AND THAT CREDIT CARD CANNOT BE CHARGED FOR ANY REASON OR CLIENT DISPUTES ANY CHARGE APPLIED BY COMPANY. CLIENT AGREES TO REIMBURSE COMPANY FOR ALL COSTS OF COLLECTION OR ENFORCEMENT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES).

14. **INDEMNIFICATION:** Client shall indemnify and hold harmless Company, its suppliers, licensors, officers, directors, members, agents, attorneys, employees, affiliates, successors and assigns, from and against any and all losses, claims, actions, proceedings, liabilities, obligations, damages, costs or expenses (including reasonable attorney's fees) (jointly "Claims") arising out of or resulting from (i) any and all acts or omissions of Client (including Client's employees, agents and other persons for whom Client is legally responsible), to which any third party shall allege liability under any theory to Company, for anything arising out of or related to Client's relationship with Company and/or the Offerings. Company shall notify Client of any such Claims promptly. Company may undertake the defense thereof or require Client to do so. If Company undertakes its own defense, Client shall still be obligated to indemnify Company for all fees and costs incurred as well as any and all amounts ultimately awarded against Company and/or amounts due under any settlement resulting from any threatened or real claim. Should Company require Client to undertake such defense, then Client shall do so at its sole expense. However, Client shall consult with Company regarding the defense thereof. Client may settle any claim, suit or proceeding for which Client has undertaken to defend Company, and Company agrees to reasonably cooperate with Client in connection with such settlements, provided such settlement does not include payment by Company, a judgment against Company or injunctive relief against Company. Notwithstanding the foregoing, Company can, at its election, also participate in the defense thereof with counsel of its own choosing, with such fees and costs payable by Client.

15. **GOVERNING LAW:** This Agreement and any dispute arising between the parties shall be construed under and governed by the laws of the State of California. Client and Company expressly agree to submit to the venue and jurisdiction of the state and federal courts in Ventura County, California in connection with any such dispute and hereby waive any objections thereto.

16. **ENFORCEABILITY:** Should any part of this Agreement be held invalid or unenforceable under applicable law, the parties agree that the remainder of the Agreement will remain unaffected and in force, and the part of the Agreement in question may be replaced by the lawful provision that most closely embodies the original intent of the parties.

17. **FACSIMILES:** It is the intention of the parties that the facsimile (fax), electronically signed, and/or acknowledged online copies of this Agreement shall have binding effect.

18. **ATTORNEY FEES:** Notwithstanding any provision contained in this Agreement to the contrary, in the event either Company or Client shall institute legal proceedings to enforce the terms of this Agreement against the other, the prevailing party shall be entitled to reimbursement from the non-prevailing party for all reasonable costs, expenses, and attorney's fees and disbursements incurred by the prevailing party in connection with such proceeding.

19. **FORCE MAJEURE:** With the exception of payment obligations, neither party to this Agreement will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war

or terrorism, acts of God, acts of government, epidemics, pandemics, hurricanes, tornadoes, earthquakes, floods, embargoes, fires, natural disasters, accidents, riots, sabotage, strikes, labor disputes or labor shortages, shortages of materials or supplies, failures of transportation, communication or digital transmissions, internet failures or delays and third party mechanical or other equipment breakdowns. Without limiting the foregoing, Company shall have no liability for a delay or failure in providing the Device locations, services, or maintenance due directly or indirectly to causes beyond its control.

20. **TERM AND EXTENSION:** This term of this Agreement shall begin upon its acceptance and shall continue for one year (the "Term"), after which it shall automatically extend for additional one-year periods until terminated as set forth herein. By providing written notice to Company at least thirty (30) days prior to the expiration of the Term ("Notice of Termination"), Client may terminate Client's Subscription and/or this Agreement, effective on the last day of the current Term. If Client provides Notice of Termination less than thirty (30) days prior to the expiration of the one-year term, then this Agreement (and, if applicable, Client's Subscription) shall automatically renew for an additional one-year term. Company reserves the right to modify Subscription prices, with at least thirty (30) days written notice to Client, prior to the expiration of the initial Term or any renewal, if there is a material increase in material, component, labor and/or service prices. Device and Airtime Service prices will be at the prevailing prices at the time of purchase and may change at any time without notice. Client's Notice of Termination of only Client's Subscription (but not the Agreement) may include an election to subscribe for Airtime Service after the conclusion of the Airtime Services obtained as part of Subscriptions, for one-year terms, from the end of the Airtime Services for the respective Devices. If Client obtained iGotcha devices and/or subscription service prior to the Effective Date, by executing this Agreement, Client may elect to subscribe for Airtime Services for one-year terms from the end of the Airtime Services for the respective Devices. Notwithstanding the foregoing, this Agreement shall terminate immediately, without liability, if (i) a federal, state or other government agency revokes an authorization necessary for Company to provide all or any part of the Offerings, or (ii) at Company's sole discretion, at any time. Client understands and acknowledges that the Airtime Services relating to a Device may not extend beyond the fifth anniversary of the Device's shipment.

21. **OTHER:** It is understood and agreed that this Agreement constitutes the sole and entire agreement of the parties understanding regarding the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements (including, without limitation, any agreements regarding iGotcha products and services with CallPass, LLC, CallPass Tech, LLC and/or any of its or their affiliates), both written and oral. No provision hereof (including any Agreement, Item Terms or Quotation) may be modified or altered except in a writing duly signed by the parties hereto and expressly referencing this Agreement. In this Agreement, the singular includes the plural where applicable, unless otherwise expressly indicated, and the term "including" means "including, without limitation." Headings in this Agreement are for convenience and do not limit or affect terms or language. Client may not assign or transfer this Agreement, or any license granted hereunder without the express written consent of Company. Any attempted assignment or transfer contrary to the foregoing shall be null and void and shall result in the immediate and automatic termination of any license that was the subject of such attempt.

22. **NOTICES:** Any notice or demand given or made hereunder shall be written and served at the parties' respective physical and electronic mail addresses. All notices must be served by registered or certified U.S. mail or by any regular commercial delivery, e.g., FedEx and UPS, service that provides receipt and evidence of delivery and a copy sent via electronic mail to subscriptionmanagement@igotchagps.com.

23. **ACKNOWLEDGEMENTS:** To the maximum extent permitted by applicable law, Company suppliers and partners disclaim any and all liability of any kind to Client and all end users of Devices and Airtime Services, whether direct, indirect, incidental or consequential that arise in connection with use of the Devices or the Airtime Services. Client agrees that Client shall not be permitted to bring any claim against Company and/or supplier or partner in contravention of the foregoing disclaimer and that, in the event of any such claim, all available damages shall be limited by the foregoing to the greatest extent permitted under applicable law. Client further acknowledges that Devices and services may not operate error-free and that all communications networks and mediums are subject to intermittent failures and periods of unavailability due to maintenance and/or other factors. Client shall bring no action against Company or its suppliers or business partners in connection with any such intermittent failures. Subject to FCC and other applicable laws and rules, Client shall not have any property right in any telephone number, IP address, or other address or identification number assigned to Client, or a device in connection with the Airtime Services. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Client's exclusive remedy and the total liability of Company's suppliers and business partners arising in any way in connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to the lesser of the amount charged to the affected user for one month's Subscription, purchases during the month preceding the date of the claim or one thousand dollars (\$1,000). Client and end users shall use all Devices at their own risk.

24. **EXPORT:** Client agrees that unless prior authorization is obtained from the U.S. Department of Commerce, neither Client nor its affiliates shall export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from Company, or export, re-export, or release, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code, or product is prohibited by the EAR. Customer shall furnish the assurances provided herein to Company in compliance with Part 740 (Technology and Software Under Restriction) of the EAR. Client further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any Devices, technical data, software or software source code acquired from Company under this Agreement or any direct product of such technical data, software or software source code.

25. **SPECIAL WIRELESS PROVISIONS:**

- a. Client must not use or assist others to use the wireless service or a Device for any unlawful, unauthorized, abusive or fraudulent purpose. Client must make good faith efforts to minimize abuse or fraudulent use, to promptly report to Company any abuse or fraudulent use of which they become aware, and to cooperate in any investigation or prosecution initiated. Client must use its best efforts to disable any SIMs, or otherwise block access to the wireless service to any user suspected of abuse or fraudulent use.
- b. Client understands and agrees that: (1) it has no contractual relationship with the underlying wireless service carrier, (2) it is not a third party beneficiary of any agreement between Company and the underlying carrier, (3) the underlying carrier has no liability of any kind to Client, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, (4) messages or data transmissions may be delayed, deleted or not delivered, and 911 calls may not be completed, (5) the underlying carrier cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the services.
- c. Client shall not use the wireless service provided hereunder in any manner that (a) infringes the intellectual property, publicity, privacy or other proprietary rights of others, (b) violates any applicable laws, including those related to export, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise inappropriate.
- d. Client shall not violate or attempt to violate the security of the wireless service provided hereunder, including (a) accessing data not intended for Client, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including via means of overloading, "flooding", "mail-bombing" or "crashing," (d) forging any TCP/IP packet header or any part of the header information in any e-mail, (e) taking any action in order to obtain services to which Client is not entitled or (f) sending any virus, worm, Trojan horse or other harmful code or attachment. Violations may result in civil or criminal liability. Client consents to the processing of information necessary to provide the service from Cisco Jasper's data centers in the United States or elsewhere in the world.

Website Usage Terms and Conditions and Privacy Policy

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY COMPANY WEBSITE.

1 **WEBSITE USAGE AGREEMENT AND PRIVACY POLICY:** Users (hereinafter "Client") must be at least 18 years of age. Use of all Company websites and mobile applications (referred to individually or collectively as "websites") are governed by the website usage agreement and privacy policy available at the relevant website. By signing this Agreement and/or using the website, Client agrees to website usage agreement and privacy policy. Company may amend the website usage agreement and privacy policy for any Company website at any time, which amendment shall be effective upon posting. Client agrees to review the website usage agreement and policy regularly. If Client does not agree with any website usage agreement or privacy policy, Client agrees not to use the associated website.

2 **DISCLAIMERS:** Company does not guarantee website interaction, reliability or availability. Company shall in no way be responsible for any claims arising from site interruptions, errors or unavailability. All Company websites are provided AS-IS. To the maximum extent permitted by applicable law COMPANY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN CONNECTION WITH COMPANY WEBSITES INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT USE OF ANY COMPANY WEBSITE WILL NOT VIOLATE ANY APPLICABLE LAWS, RULES OR REGULATIONS. CLIENT IS RESPONSIBLE FOR CHECKING ALL APPLICABLE LAWS IN ITS JURISDICTION PRIOR TO USING ANY COMPANY WEBSITE INCLUDING, WITHOUT LIMITATION, PRIVACY LAWS. CLIENT USES ALL COMPANY WEBSITES AT ITS OWN RISK AND IS SOLELY RESPONSIBLE FOR SECURING PASSWORDS, ASSIGNING USER RIGHTS AND PROTECTING INFORMATION CONTAINED IN THE SITES. CLIENT AGREES TO ABIDE BY ALL STATE AND FEDERAL LAWS PERTAINING TO PRIVACY AND AGREES TO USE WEBSITES AND INFORMATION IN ACCORDANCE WITH WEBSITE POLICY. CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD COMPANY HARMLESS FOR ANY AUTHORIZED OR UNAUTHORIZED USE OF SITE BY ITS EMPLOYEES OR OTHERS USING CLIENT'S LOGIN INFORMATION, OR ANY USE IN CONTRAVENTION OF ANY APPLICABLE LAW OR THIS WEBSITE USAGE AGREEMENT.

3 **YOUR REPRESENTATIONS:** Client represents and warrants that all information supplied by Client (and all persons for whom Client is responsible), for use in any Company website, shall be true and accurate, in compliance with state and federal privacy laws, and that Client has the right to submit such information. Client may not use any Company site to post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or for any other purpose that is unlawful or prohibited by these terms. Company may, at any time and without advance notice or liability, terminate or restrict Client's access to all or any component of Company's site. Client understands and accepts that the Company website may be interrupted, contain errors or be unavailable at times.

4 **LIMITED WEBSITE LICENSE:** Content and software on Company websites (jointly the "Website Content") is licensed and not sold. All Website Content is owned exclusively by Company and its licensors. Client is hereby granted a limited, non-transferable, non-exclusive license to use the Website Content, solely in connection with its use of Company Offerings in accordance with the

terms and conditions of this Agreement. The foregoing license shall terminate immediately and automatically upon (i) termination of this Agreement, or (ii) Client's breach of any term or condition of this Agreement. No Website Content may be copied or used for any purpose other than use of Company Offerings in compliance with this Agreement and any applicable documentation or specifications. In the event a license is terminated for any reason, Client agrees to immediately cease use of all Website Content. Use of the Company Devices is subject to additional licenses, terms and conditions as set forth in the applicable Item Terms.

5 **LINKS.** This site may provide links or references to other websites. Company has no control over or responsibility for content on third party sites and transactions that occur therein. Such links or references are provided merely as a convenience to users, and Company shall not be liable for any damages or injury arising from content on such third-party websites or transactions occurring therein. The terms and conditions and privacy policies governing this site may differ significantly from the policies of third-party websites. There are risks in using any information, software, or products found on the Internet or in otherwise entering transactions through the Internet. Accordingly, Company cautions you to make certain you understand these risks and any applicable policies of third-party websites before retrieving, using, relying upon, or purchasing anything, or before otherwise transacting, via the Internet.

6 **LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, CONTENT, PRODUCTS, AND MATERIALS AVAILABLE FROM COMPANY SITES OR THE INTERNET GENERALLY.**

Because some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, some of the above limitations may not apply to you. In such jurisdictions, Company's liability is limited to the greatest extent permitted by law.

7 **REPORTING ABUSE:** If you believe any Company website or any user of a Company website is violating any law, these terms and conditions, or is otherwise acting inappropriately in his or her use of the site, you agree to submit notice to Company. If you are a trademark or copyright owner and believe that content posted on the site infringes upon your rights, you must include the following information in your notice: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the trademark or copyright you believe is being infringed; (b) a description of the alleged infringement; (c) the URL of the location on the site containing the material that you claim is infringing; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the trademark or copyright owner, or authorized to act on the owner's behalf. Company reserves the right to suspend or deny access to any user, or remove any accused content, pending conclusion of its investigation or in response to any reported complaint.

8 **PRIVACY:** Company respects the privacy of personal information, please read our Privacy Policy.