

Subscriber Agreement

This Agreement was last revised on December 7, 2022

Thank you for choosing SML Wireless ®

PLEASE READ THIS ENTIRE SUBSCRIBER AGREEMENT CAREFULLY, AS IT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND SML WIRELESS. BY APPLYING FOR OR ESTABLISHING AN ACCOUNT WITH SML WIRELESS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Subscriber Agreement Organization

This Subscriber Agreement is organized into six "Parts:"

Part I – Key Provisions;

Part II – The Service, Your Subscription, This Subscriber Agreement, Dispute Resolution, and Binding Arbitration;

Part III – Payment;

Part IV – Permitted Use and Restrictions on Use;

Part V – Grant of Important Rights by You to Us, and Important Disclaimers, Acknowledgments, and Obligations;

Part VI – General (Note: Although located at the end of this Subscriber Agreement, these terms are important).

PART I – KEY PROVISIONS

1.1 SPEED CLAIMS AND DISCLAIMERS.

SML Wireless service is available in Va. with an unobstructed view of its towers, and its usage is subject to the Fair Access Policy. Actual speeds vary based on the amount of traffic on the Internet, content on a particular Website, or by the overall performance and configuration of your computer. Stated speeds and uninterrupted use of service are not guaranteed. Actual speeds will likely be lower than the maximum speeds during peak hours.

The listed speeds for our Service Plans are only available in the footprint of our towers.

1.2 EQUIPMENT.

You specifically agree that any Equipment provided to you may be new or refurbished as new. Any refurbished Equipment will have the same warranty as new Equipment.

The wireless unit (indoors or outdoors) and power supply to be installed by SML Wireless at your premises will remain the property of SML Wireless and shall not be deemed fixtures or part of your realty. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter, or tamper with the Equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by us at our service rates in effect at the time of such service. You are responsible for preventing the loss or destruction of all Equipment provided pursuant to this Agreement.

1.3 SERVICE COMMITMENT AND EARLY TERMINATION FEES.

All Service Plans require a commitment of twenty four (24) months. If you have subscribed to any Service Plan and you terminate service prior to the expiration of the commitment, you will owe, and your credit or debit card will be charged, the Early Termination Fees described below. In addition, you will be required to return the applicable Equipment to SML Wireless whenever you terminate your

service, or you will be required to pay the Unreturned Equipment Fee described below.

Early Termination:

If you cancel your order before installation, you will be refunded the amount that was collected at time of order.

If you cancel after activation but before the end of your 24-month term commitment, you will be charged a Service Termination Fee of up to \$360. The exact amount of the Service Termination Fee will be \$360 for the first ninety (90) days after activation of the SML Wireless Service. Thereafter, the amount will decrease by \$15 per month for each month of active Service.

Early Termination due to breach by Subscriber

If your account is terminated by SML Wireless for non-payment or any other reason, any applicable Early Termination Fee and the Unreturned Equipment Fee will be charged immediately upon cancellation. If you return your SML Wireless unit and power supply in good condition within 45 days from the time of termination, your account will be credited \$200 (\$200 for the wireless unit and power supply).

Optional Equipment De-installation Service

As an alternative to de-installing and returning applicable Equipment to SML Wireless yourself (whether before or after the expiration of any Service commitment period), you may request that SML Wireless de-install and return the wireless unit and power supply directly for a fee of \$150.

1.4 METHOD OF PAYMENT.

Except where additional methods of payment are specifically required or permitted under applicable law or regulation, or where SML Wireless explicitly and in advance permits another method of payment, you agree that you will provide a major credit or charge card (i.e., MasterCard or Visa) that SML Wireless may charge for all Service fees or other amounts payable under this Agreement (including Early Termination Fees and Unreturned Equipment Fees). You hereby authorize automatic credit or charge card billing by SML Wireless for all such charges. You further agree that the charges described above will be billed to the credit or charge card that you have provided when you applied for the Service. Or, you may setup direct draft that SML Wireless may charge for all Service fees or other amounts payable under this Agreement (including Early Termination Fees and Unreturned Equipment Fees). You hereby authorize automatic direct draft billing by SML Wireless for all such charges. You further agree that the charges described above will be billed to the direct draft that you have provided when you applied for the Service.

PART II – THE SERVICE, YOUR SUBSCRIBERSHIP, THIS SUBSCRIBER AGREEMENT, DISPUTE RESOLUTION, AND BINDING ARBITRATION

2 THE SERVICE.

SML Wireless provides a two-way, wireless-based, fiber and cable Internet access solution that carries information between the Internet and your personal computer, tablet, or other mobile device (the “Service”).

2.1 COMPOSITION OF THE TERMS OF SERVICE.

This Subscriber Agreement, the SML Wireless Fair Access Policy, the SML Wireless Acceptable Use Policy, and the SML Wireless Subscriber Privacy Policy collectively make up the SML Wireless Terms of Service. The SML Wireless Terms of Service govern your SML Wireless subscription and your use of the SML Wireless Service and any other SML Wireless services (as defined below). Certain features and services offered by SML Wireless and its suppliers contain additional terms or guidelines that supplement this Subscriber Agreement and, along with this Subscriber Agreement, will govern the use of those services. You will have an opportunity to review the additional terms before you sign up or use those services.

3 MODIFICATIONS; RIGHTS OF CANCELLATION OR SUSPENSION

3.1 MODIFICATION OF THIS SUBSCRIBER AGREEMENT; NOTICES.

SML Wireless may revise this Subscriber Agreement (the "Agreement") at any time with or without notice. In the event you do not agree to such revisions, you may terminate your subscription (as provided herein) and stop using the Service before the later of the effective date of such modifications or thirty (30) days after such notice is delivered, in which event you will not be bound by such modifications. Otherwise, except as provided in Section 5.5 below, your continued use of the Service after such time constitutes your full acceptance of such modifications. Unless we provide notice to you of any revision to this Subscriber Agreement, and you accept or have been deemed to have accepted any such revision, this version of the Subscriber Agreement will govern the terms of your SML Wireless subscription until the Service is canceled or terminated.

3.2 MODIFICATION OF THE SERVICE.

SML Wireless may discontinue, add to, or revise any or all aspects of the Service in SML Wireless' sole discretion, with or without notice, including without limitation access to support services, publications, and any other products or services ancillary to the Service. For purposes of illustration and not limitation, SML Wireless may: (1) establish and enforce limitations concerning use of the Service, e.g., the maximum number and/or size of email messages that may be sent from or received by an account on the Service, and the maximum amount of bandwidth that may be used by a single user or a single account; (2) take any action that SML Wireless deems appropriate to prevent and/or delete bulk email; (3) quarantine or delete messages or content suspected of containing viruses or other malware; (4) refuse to process email or instant messages that fit criteria defined by us; or (5) modify any user setting. In the event that SML Wireless makes any changes to the Service or its availability, SML Wireless may, but is not required to, notify you.

3.3 PRICING REVISIONS; NOTICES.

SML Wireless may revise pricing for any Service Plans at any time by providing notice of any price change to you email as well as written notice to your address. SML Wireless will endeavor to provide at least 30 days' notice of any such change to you. In the event you do not agree to such price revisions, you may terminate your subscription (as provided herein) and stop using the Service before the later of the effective date of the price change or thirty (30) days after such notice is delivered, in which event you will not be bound by such changes. Otherwise, except as provided in Section 5.5 below, your continued use of the Service after such time constitutes your full acceptance of such pricing revisions.

3.4 TERMINATION BY SUBSCRIBER.

In the event that SML Wireless modifies this Agreement or related pricing or billing terms, you may terminate your account and this Agreement by giving notice of termination to SML Wireless within 30 days of your receipt of notice of such modification. Any such termination will not be subject to a Service Termination Fee (but will be subject to any applicable Unreturned Equipment Fee). Subject to your payment of the termination charges herein described, you may also terminate your account and this Agreement at any other time and for any reason on written notice to SML Wireless. You must terminate this Agreement in accordance with the terms and conditions specified herein; failure to do so may delay or prevent us from knowing that termination was intended. Failure to terminate in accordance with this Agreement may result in your continued liability for all fees and charges associated with your Service account until such time as the Agreement has been properly terminated or SML Wireless has acknowledged such termination in writing. In the event you cancel your subscription to the Service prior to the expiration of the minimum commitment period specified for your applicable service plan, you may be subject to a service termination fee as specified in Section 1.3 above.

If you wish to terminate your service, contact our Billing Department. Except as may be otherwise provided in this Agreement, cancellation of your Subscription is your sole right and remedy with respect to any dispute with SML Wireless. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or SML Wireless' enforcement or application of this Agreement; (2) any policy or practice of SML Wireless, including the Fair Access Policy and the SML Wireless Subscriber Privacy Policy, or SML Wireless' enforcement or application of these policies; (3) the content available on the Service or the Internet or any change in content provided by SML Wireless; (4) your ability or inability to access and/or use the Service; or (5) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges, or billing methods.

3.5 TERMINATION OR SUSPENSION BY SML WIRELESS.

SML Wireless reserves the right to terminate or suspend your account and this Agreement at any time, with or without notice, in whole or in part, for any reason or no reason.

3.6 CONTINUATION OF OBLIGATIONS.

Notwithstanding any cancellation or termination of this Agreement or your account, or any suspension or termination of access to or use of the Service, you will remain responsible for any obligations accrued up to the date of such action, including payment of any charges

that may be due as a result of or in connection with such action(s).

4 WHO MAY USE THE SERVICE? – RESPONSIBILITY AND SUPERVISION.

4.1 AGE AND ACCOUNT SETUP.

You represent that you are at least 18 years of age and have the right and ability to enter into this Agreement. You agree that you are responsible for installing, establishing, and setting up, and for verifying and maintaining, the account, options, settings, and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information. These account functions may be performed only by a person at least 18 years of age, without exception.

4.2 MULTIPLE USE OF ACCOUNT.

Multiple members of your household may share a single ID number and account, if authorized by you to use the account. In addition, up to five (5) members of the same household may access the Service at any given time through the same ID number or account.

4.3 INSTALLATION OF SUBSCRIBER EQUIPMENT.

You acknowledge and agree that SML Wireless or its designated service provider may be required to access your premises and/or computer system in order to install and maintain the components necessary for you to access the Service (the “Subscriber Equipment”). This may include opening your computer to install, repair, or replace equipment or to install software on your computer at your location. By accepting this Agreement and scheduling a service or installation visit, you hereby authorize SML Wireless or its service provider to access your computer for the purpose of installing, repairing, or replacing Subscriber Equipment for the purpose of facilitating your access to the Service. NEITHER SML WIRELESS NOR ITS SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR, OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR PREMISES OR COMPUTER, OR LOSS OF SOFTWARE, DATA, OR OTHER INFORMATION FROM YOUR COMPUTER. In addition, SML Wireless may check the health and status of your computer to ensure that your configuration is optimized for use with the Service.

4.4 SUBSCRIBER RESPONSIBILITY.

You shall be responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for goods or services purchased thereon, or any other expenses incurred as a result of any use of your account. You promise to pay the amounts billed for any such goods or services, along with any related fees, taxes, and charges. Use of your account is limited to family members residing at your permanent residence. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You hereby ratify and confirm any obligations a minor using your account enters into or assumes and any promises or permissions such minor makes or gives. You agree to: (1) provide us with true, accurate, current, and complete information about yourself; and (2) promptly update this information to keep it true, accurate, current and complete.

5 DISPUTE RESOLUTION AND BINDING ARBITRATION.

5.1 GENERAL.

EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY AND ALL DISPUTES, CONTROVERSIES, OR CLAIMS BETWEEN YOU AND SML WIRELESS, BASED ON, ARISING OUT OF, INVOLVING, OR RELATING IN ANY WAY TO THIS SUBSCRIBER AGREEMENT, THE SML WIRELESS SERVICE, ANY OTHER ASPECT OF OUR RELATIONSHIP, OR ANY RELATED PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION CLAIMS BASED ON CONSUMER PROTECTION LAWS, UNFAIR COMPETITION LAWS, OTHER STATUTES, CONTRACT, TORT, MISREPRESENTATION, FRAUD, OR ANY OTHER LEGAL THEORY, SHALL BE SETTLED BY BINDING ARBITRATION AS SET FORTH HEREIN. ANY QUESTIONS AS TO THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT OR AS TO THE ARBITRABILITY OF ANY DISPUTE SHALL BE DECIDED BY THE ARBITRATOR, EXCEPT THAT ANY QUESTIONS AS TO THE APPLICABILITY OR ENFORCEABILITY OF THE PROHIBITION ON CLASS PROCEEDINGS IN SECTION 5.3 BELOW SHALL ONLY BE DECIDED BY A COURT. THIS AGREEMENT TO ARBITRATE IS SUBJECT TO THE FEDERAL ARBITRATION ACT.

Arbitration means that any dispute will be decided by an independent arbitrator, and will not be decided in court by a judge or jury. The applicable procedures may be different from procedures followed in court. In an arbitration, there is no right to a jury trial, discovery may

be limited, and the grounds for seeking appeal or judicial review of the arbitrator's award are limited.

An arbitrator must honor the terms and conditions of this Agreement to the same extent that any court would. Except as otherwise expressly provided herein, the same claims, legal theories, damages, and other relief that would be otherwise available in court, including any right you may have to recover attorney's fees and/or litigation costs, shall also be available in an arbitration commenced pursuant to this clause. This agreement to arbitrate shall survive termination of this Subscriber Agreement and will apply to any claims brought or disputes arising before or after termination of this Subscriber Agreement.

This Dispute Resolution and Binding Arbitration provision (all subparts of this Section 5) shall, to the extent permitted by law, apply to all pending and future claims, disputes, arbitrations, and litigation, including those involving former subscribers whose agreements terminated prior to the adoption of this provision. Any former subscriber whose agreement terminated prior to the adoption of this provision shall be entitled to proceed under the terms of this Dispute Resolution and Binding Arbitration provision with respect to any disputes, controversies, or claims within the scope of this Section 5.1.

5.2 DISPUTE RESOLUTION AND ARBITRATION PROCEDURES.

Notice of Dispute. Prior to filing any claim against the other, you and SML Wireless agree that you will first send the other a written Notice of Dispute. Any Notice of Dispute to SML Wireless should be sent to: SML Wireless Customer Service, 74 Scruggs Rd., Suite 102, Moneta Va 24121 (the "Notice Address"). Any Notice of Dispute to you will be sent to your billing address. The Notice should describe the nature of the problem or dispute and set forth the specific relief sought, including the amount of any monetary damages sought. If the party receiving the Notice of Dispute agrees within 30 days to provide the specific relief requested in the Notice of Dispute, no formal claim may be filed with respect to the subject of the Notice of Dispute. If we are unable to reach an agreement to resolve the dispute within 30 days after the Notice of Dispute is delivered, either you or SML Wireless may commence an arbitration.

Arbitration Proceedings. Any arbitration between you and SML Wireless shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes, as supplemented and modified by the terms of this Agreement. In the event of any conflict between this Dispute Resolution and Binding Arbitration clause and the applicable AAA rules, this clause shall govern. The AAA Commercial Arbitration Rules and its Supplementary Procedures for Consumer-Related Disputes may be obtained online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

If the arbitrator enters an award in your favor, you shall be entitled to an award of any reasonable attorney's fees or other reasonable costs and expenses you incur in the arbitration; provided that, if the settlement or award in your favor is equal to or less than the amount of a written settlement offer made by SML Wireless prior to selection of the arbitrator(s), you shall only be entitled to an award of reasonable attorney's fees or other reasonable costs and expenses you incurred up to the date of that written settlement offer. The foregoing right to an award of fees, costs, and expenses is in addition to, and does not limit, any such right you may have under the applicable law governing your claim.

Unless you and SML Wireless agree otherwise, any arbitration hearing will take place at a location convenient to you which is in or nearest to the county where you reside when the arbitration is commenced. If your claim is for \$10,000 or less, you may choose to have the arbitration conducted in person or by phone, or you may choose to have the arbitration decided solely on the basis of documents submitted to the arbitrator without a hearing. If your claim exceeds \$10,000, the right to a hearing will be determined by the applicable AAA Rules.

5.3 PROHIBITION ON CLASS ARBITRATION.

YOU AND SML WIRELESS AGREE THAT NO DISPUTE OR CLAIM MAY BE BROUGHT OR MAINTAINED AS PART OF A CLASS ARBITRATION OR OTHER REPRESENTATIVE ARBITRATION, REGARDLESS OF WHETHER THE APPLICABLE ARBITRATION RULES WOULD OTHERWISE PERMIT CLASS OR REPRESENTATIVE PROCEEDINGS. ACCORDINGLY, YOU AND SML WIRELESS MAY ONLY PURSUE A CLAIM AGAINST THE OTHER IN AN INDIVIDUAL CAPACITY, AND MAY NOT PURSUE A CLAIM AGAINST THE OTHER ON BEHALF OF ANY OTHER PERSON, AND NO OTHER PERSON MAY PURSUE A CLAIM ON BEHALF OF YOU OR SML WIRELESS AGAINST THE OTHER. AN ARBITRATOR MAY ENTER AN AWARD 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.

5.4 LIMITATIONS ON ARBITRATION PROVISION.

Notwithstanding Sections 5.1 and 5.2 above, but subject to Section 5.3 above, you or SML Wireless may bring an individual action against the other in small claims court, and arbitration shall not be required as to any dispute relating to the validity or enforcement of either party's patents, copyrights, or other intellectual property.

5.5 RIGHT TO OPT OUT; FUTURE CHANGES.

IF YOU DO NOT WISH TO BE BOUND BY THIS DISPUTE RESOLUTION AND BINDING ARBITRATION CLAUSE, YOU MAY OPT OUT OF THIS CLAUSE. TO DO SO, YOU MUST NOTIFY SML WIRELESS IN WRITING TO THE ABOVE NOTICE ADDRESS WITHIN 30 DAYS AFTER YOU FIRST RECEIVE NOTICE OF THIS CLAUSE. YOUR WRITTEN NOTICE MUST INCLUDE YOUR NAME, ADDRESS, SML WIRELESS ACCOUNT NUMBER, AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SML WIRELESS THROUGH ARBITRATION. FAILURE TO PROVIDE SUCH NOTICE WITHIN 30 DAYS CONSTITUTES AGREEMENT TO THE TERMS OF THIS DISPUTE RESOLUTION AND BINDING ARBITRATION CLAUSE. YOUR DECISION TO OPT OUT OF THIS CLAUSE WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SML WIRELESS OR THE DELIVERY OF SERVICES TO YOU BY SML WIRELESS.

In addition, if SML Wireless makes any future change to this Dispute Resolution and Binding Arbitration provision, you may reject any such change by sending SML Wireless written notice within 30 days of receiving notice of the change. In that case, any dispute arising between you and SML Wireless will be governed by the Dispute Resolution and Binding Arbitration provision, or any equivalent provision, in effect as of the date you received notice of the change.

5.6 EXCEPTION TO SEVERABILITY.

Notwithstanding Section 21.1 below, if for any reason the prohibition on class proceedings set forth in Section 5.3 above is not enforced as written with respect to any dispute, then Section 5.1 above also will not apply to that dispute.

PART III – PAYMENT

6 FEES.

6.1 FEES, TAXES AND OTHER CHARGES.

You agree to pay, in advance, and in accordance with the provisions of the billing option you selected, any registration, activation, and/or monthly fees, minimum charges, and other amounts charged to or incurred by you, or by users of your account, at the rates in effect for the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes and Universal Service assessments related to your use of the Service or the use of the Service by users of your account. Information on charges and surcharges (if any) that are to be paid to us and are incurred by you or by users of your account will be made available to you on the Website, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. In addition, you also agree to pay a surcharge on your service to cover SML Wireless' liability for the payment of personal property taxes which may be owing by SML Wireless in respect of the equipment provided pursuant to this Agreement. SML Wireless reserves the right to increase fees, surcharges, or monthly subscription fees, or to institute new fees at any time upon thirty (30) days' prior notice. You understand and acknowledge that you may not receive a bill in the mail for your Service. Additional terms relating to pricing, billing and payment are set forth and available on the Website.

6.2 PAYMENT.

YOU MUST PROVIDE CURRENT, COMPLETE, AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION IN ORDER TO KEEP YOUR ACCOUNT CURRENT, COMPLETE, AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE). CHANGES TO SUCH INFORMATION CAN BE MADE BY CALLING SML WIRELESS. IF YOU FAIL TO PROVIDE US WITH ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT SML WIRELESS MAY CONTINUE CHARGING YOU FOR ANY SERVICE PROVIDED UNDER YOUR ACCOUNT, AND THAT YOU WILL BE RESPONSIBLE FOR ANY LATE FEES ASSOCIATED WITH SML WIRELESS' INABILITY TO OBTAIN PAYMENT BASED ON BILLING INFORMATION YOU HAVE PROVIDED. You agree that all charges are considered valid unless disputed in writing within fifteen (15) days after the date you receive your credit or charge card bill. You agree that SML Wireless will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

In the event that you used a debit card to activate your subscription, you authorize SML Wireless to initiate debit entries to your checking or savings account, as the case may be, for payment of the monthly charge for the Service. SML Wireless, pursuant to this

authorization, will debit the monthly service charge for the Service from your account each month. In addition, SML Wireless will deduct from your account any and all early termination charges arising from termination of your Service prior to its required minimum term. SML Wireless will not be responsible for any overdraft or other third-party fees or penalties resulting from SML Wireless debiting from your account any amount authorized by this Agreement or any other agreement between you and SML Wireless. SML Wireless will charge a return fee for each debit that is declined by your bank. The return fee will vary from state to state and will be the maximum amount allowed in each state.

You acknowledge that the recurring debit authorized hereunder will purchase the Service and that SML Wireless will continue to debit monies from your account until you revoke this authorization by calling SML Wireless (540) 352-9347 to change payment method or by mailing a written request to:

SML Wireless Customer Service
74 Scruggs Rd., Suite 102
Moneta, Va 24121

Credit card payment is not required for residents of states where payment by credit cards may not be made mandatory. In the event that, for whatever reason, services charges are paid by you pursuant to a paper invoice to be prepared by SML Wireless, SML Wireless will charge you an additional administrative fee of \$5.00 per month. Further, in the event that checks submitted by you are returned for insufficient funds, or if your account is suspended for non-payment, and you wish to restore Services, in addition to other charges which may be applicable, you may be liable for an additional administrative charge of up to \$25.00. If you think a charge is incorrect or you need more information, you should contact our billing department. You must contact us within sixty (60) days after receiving the statement on which the error or problem appeared. SML Wireless will make available to you a statement for each billing cycle showing payments, credit purchases, and other charges. Payment of the outstanding balance is due in full each month, and may be billed in advance or pre-charged as set forth above. If your payment is not received by us before the next statement is issued, you may be charged interest on the delinquent balance at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, prorated on a daily basis. SML Wireless may, but is not required to, accept partial payments from you. If partial payments are made, they will be applied to statements starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with restrictive endorsements, SML Wireless can, but is not required to, accept them, without losing any of SML Wireless' rights to collect all amounts owed by you under this Agreement. In the case of late payment or non-payment, you understand and agree that SML Wireless may report such late payment or non-payment to the appropriate credit reporting agencies. If SML Wireless chooses to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorneys' fees, and court costs, as provided by applicable law.

6.3 COMMENCEMENT AND DURATION OF SUBSCRIBERSHIP FEES.

You acknowledge that a monthly subscription fee will apply for each and every month (or portion thereof) that you subscribe to the Service. Once you subscribe, your account and payment obligations will continue until terminated as set forth herein.

6.4. IP ADDRESSES.

In the event you are acquiring the use of one or more private IP Addresses through your SML Wireless Subscription, the following conditions will apply. SML Wireless may, but shall not have any obligation to, provide you with a private IP Address. "Static IP" addresses are primarily for the use of customers who need to access other networks through firewalls or VPNs that require an IP address from the source of the connection to remain the same over long periods of time.

IP addresses cannot be guaranteed in perpetuity. SML Wireless retains the right to change the IP addresses allocated for SML Wireless systems. Should it become necessary to change a static IP, SML Wireless will attempt to contact the customer with sufficient notice in advance of the change, but is under no obligation to do so, and shall incur no liability as a result of its failure to do so.

SML Wireless will not support any attempts to run Web pages, FTP, hosting servers, or SMTP relays behind a SML Wireless terminal or any other server as described in the SML Wireless Acceptable Use Policy. This includes removing a static IP address from SMTP "Blacklists" or "Dynamic IP address lists," or creating custom reverse DNS entries for the IP addresses allocated to a SML Wireless terminal, such that a customer domain name purchased by another vendor can be associated with a SML Wireless system for the purposes of operating a Web page, FTP or SMTP service.

SML Wireless will not register IP addresses granted to a SML Wireless customer as separate domains or DNS/MX Record

domains customized for an individual subscriber.

All IP addresses allocated to a SML Wireless system are the sole property of SML Wireless. Title, ownership, and registration of IP addresses granted to a SML Wireless terminal will remain the property and under the administrative authority of SML Wireless.

PART IV – PERMITTED USE AND RESTRICTIONS ON USE

7 SOFTWARE LICENSE.

To facilitate your use of the Service, SML Wireless may provide you with software and written materials including documentation (the “Software”). Subject to the terms of this Agreement, SML Wireless grants you a limited personal, non-exclusive, non-sublicenseable and nontransferable license to use and display the Software on any machine(s) on which you are the primary user or which you authorize for use. Unauthorized copying of any portion of the Software, including software that has been modified, updated, or merged or included with the Software, as well as the documentation provided, is expressly forbidden. You may not sublicense, assign or transfer this license or the Software except as expressly permitted by SML Wireless. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations under this license is void. You agree that you shall not, nor shall you permit others, to copy, duplicate, reverse engineer, decompile, or create derivative works from the Software, in whole or in part, including any written materials provided in conjunction with the Software. SML Wireless will occasionally provide automatic software and technology upgrades to improve the Service, such as virus and spam screening technologies, although these upgrades may not be consistent across all platforms and devices. You agree to accept and to take no action to interfere with such automatic upgrades, scanning, and related services.

8 SPECIFIC RESTRICTIONS ON USE OF THE SERVICE.

8.1 PROHIBITED CONDUCT.

You agree to comply with the terms of the SML Wireless Acceptable Use Policy, available at www.smlwireless.com. Violations of the Acceptable Use Policy may result in suspension or termination of Service.

8.2 FAIR ACCESS POLICY.

To ensure fair Internet access for all SML Wireless subscribers, SML Wireless maintains a Fair Access Policy. This policy establishes an equitable balance in Internet access for all SML Wireless subscribers. SML Wireless assigns a download threshold to each service plan that limits the amount of data that may be continuously downloaded. The Fair Access Policy can be viewed at www.smlwireless.com. Any subscribers who exceed this limit will experience a temporary reduction of speed.

8.3 COMPLIANCE WITH LAWS.

You agree to comply with all applicable laws, rules, and regulations in connection with the Service, your use of the Service, and this Agreement.

8.4 NO RESALE.

You agree not to reproduce, resell, transfer, trade, sublicense, or exploit for any commercial purposes your subscription to the Service, any portion thereof, or any capabilities or applications enabled by the Service (e.g., Voice over Internet Protocol service).

8.5 ASSUMPTION OF RISK.

SML Wireless may, but shall not have any obligation to, screen content transmitted through and stored on the Service for objectionable material and material that violates any law or regulation, the terms of this Agreement, or the Acceptable Use Policy (collectively, “Objectionable Content”). SML Wireless may, but shall not have any obligation to, remove from the Service, or refuse to store or transmit, any Objectionable Content. You agree to bear all risks associated with any and all content you use, transmit, or receive on or through the Service, and agree that you will not rely on any such content.

PART V – GRANT OF IMPORTANT RIGHTS BY YOU TO US, AND IMPORTANT DISCLAIMERS, ACKNOWLEDGMENTS, AND

OBLIGATIONS

9 COPYRIGHT AND LICENSES.

SML Wireless reserves all copyrights and other rights in and to any content available through the Service which is identified as, claimed by us as, or known by you to be, proprietary to SML Wireless or its licensors (collectively, "Proprietary Content"). The Proprietary Content is protected under U.S. and international copyright laws, including as a collective work. All copying, modification, distribution, publication, or other use by you, or by any user of your account, of any such content or other works is prohibited, except as expressly permitted by SML Wireless.

10 NO ENDORSEMENT.

SML Wireless does not endorse or in any way vouch for the accuracy, completeness, truthfulness, or reliability of any service, opinion, advice, communication, information, or other content on or made available through the Service. Such content does not necessarily constitute or reflect the views or approval of SML Wireless or any of its subsidiaries or affiliates.

11 INTERNET.

YOU ACKNOWLEDGE THAT INTERNET SITES, AND USE OF THE INTERNET, MIGHT CONSIST OF, INCLUDE AND/OR PROVIDE ACCESS TO IMAGES, SOUND, MESSAGES, TEXT, SERVICES, OR OTHER CONTENT AND MATERIAL THAT MAY BE UNSUITABLE FOR MINORS AND THAT MAY BE OBJECTIONABLE TO MANY ADULTS. YOU ACKNOWLEDGE THAT SML WIRELESS IS NOT RESPONSIBLE FOR ANY SUCH CONTENT OR MATERIAL AND THAT ACCESS TO SUCH CONTENT AND MATERIAL THROUGH THE SERVICE IS AT YOUR SOLE RISK.

12 LIMITED WARRANTY ON EQUIPMENT.

SML Wireless warrants to the original buyer that under normal use and wear the equipment used to access the Service (the "Equipment"), which includes the Indoor Unit or Outdoor Unit and Power Supply will be free from defects in material and workmanship for a standard limited warranty term of 12 months from the date of activation. Any Equipment replaced or repaired under this warranty will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This warranty is not transferable. If under normal use and wear, the Equipment becomes defective in materials or workmanship during the warranty period set forth above, SML Wireless shall at its option and expense, perform one of the following:

– We will repair or replace the defective Equipment within thirty (30) days of the date the defective Equipment was returned to SML Wireless' designated address at your expense, to cause it to comply with the terms of this Limited Warranty. Reconditioned replacement components, parts, units or materials may be used if the Equipment is repaired or replaced.

– If service to the Outdoor Unit or Indoor Unit is required, SML Wireless will, at its expense, repair or replace it pursuant to the limited warranty for the first six months after installation. From six months to the end of your limited warranty period, SML Wireless will cover the cost of the replacement equipment, but the cost of the onsite service technician visit, if necessary, will be paid by you. You may request a price estimate prior to the work, based on the type of the replacement. If your wireless unit needs to be re-pointed after the first 6 months of service, a standard onsite visit fee will be charged to you. Reconditioned replacement components, parts, units, or materials may be used if the Equipment is repaired or replaced.

– We may upgrade the Equipment to a later-generation product that performs the same function and complies with the terms of this Limited Warranty.

THESE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR DEFECTS DURING THE WARRANTY PERIOD IN ANY EQUIPMENT COVERED BY THE LIMITED WARRANTY. To request Limited Warranty service you must contact SML Wireless Customer Service, at (540) 352-9347 within the Limited Warranty period.

This Limited Warranty will be void in its entirety if the Equipment is serviced by anyone other than SML Wireless or a SML Wireless-Authorized Service Center. SML Wireless neither assumes nor authorizes any Authorized Service Center or any other person or entity to assume any other obligation or liability beyond that which is provided for in this Limited Warranty.

This Limited Warranty does not cover damage or affected operation of the above-referenced Equipment resulting from:

- Non-professional installation; re-pointing of the Antenna; removal, repair, or disassembly of Equipment by anyone other than a SML Wireless-Authorized Service Technician.
- Failure to follow instructions.
- Fire, flood, wind, lightning, earthquake, or other acts of God.
- Spills of food or liquids.
- Problems with electrical power.
- Misuse, abuse, accident, vandalism, alteration, or neglect.
- Use in combination with other external devices not manufactured or provided by SML Wireless.

This Limited Warranty does not cover items in the following categories:

- Software provided by any party other than SML Wireless.
- External devices not manufactured or provided by SML Wireless.
- Any payments for labor or service to representatives or service centers not authorized by SML Wireless.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THE EQUIPMENT IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SML WIRELESS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE EQUIPMENT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE EQUIPMENT IS ASSUMED BY YOU.

No oral or written information or advice given by SML Wireless, its dealers, distributors, agents, or employees, shall create a warranty or in any way increase the scope of this warranty and you may not rely on any such information or advice. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

All liability and obligations of SML Wireless under this Limited Warranty shall terminate upon expiration of the applicable warranty period provided herein. This Limited Warranty sets forth the entire responsibility of SML Wireless with respect to the Equipment. SML Wireless shall have no further liability to you or to any third party arising from the sale of the products whether based on warranty, contract, negligence, or other theories of liability. SML WIRELESS SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE ARISING OUT OF SML WIRELESS' BREACH OF THIS LIMITED WARRANTY, WHETHER SUCH DAMAGES AROSE IN CONTRACT OR TORT, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. In no event shall SML Wireless liability exceed the amount paid by you for the Equipment.

SML Wireless may, at its option, elect to ship replacement equipment in advance of receiving a failed item from you. If you do not return such failed modem to the address specified by SML Wireless within 20 days of SML Wireless shipping your replacement modem, you agree to pay, and SML Wireless will automatically charge your account an Unreturned Equipment Fee equal to \$300.00 (for wireless unit and power supply). This fee will be collected in addition to your monthly service charge via your standard payment method (your credit/debit card on file or via invoice).

13 DISCLAIMER OF WARRANTIES ON THE SERVICE AND EXCLUSION OF LIABILITY.

13.1 WARRANTY DISCLAIMER.

SML WIRELESS DOES NOT OFFER ANY WARRANTY IN CONNECTION WITH THE SERVICE OR THE SUBSCRIBER EQUIPMENT. THE SERVICE IS MADE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SML WIRELESS EXPRESSLY DISCLAIMS ANY

REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED, OR OPERATE AT ANY MINIMUM SPEED. YOU AGREE THAT YOUR USE OF THE SERVICE AND THE SUBSCRIBER EQUIPMENT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY SML WIRELESS, ITS EMPLOYEES, DEALERS, OR THE LIKE SHALL CREATE A WARRANTY.

13.2 LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SML WIRELESS NOR ANY OF ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE WITHOUT LIMITING THE FOREGOING. IF FOR ANY REASON ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT THE MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY OF SML WIRELESS, ITS DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OR THIRD-PARTY CONTENT PROVIDERS, IF ANY, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SML WIRELESS BY YOU FOR SERVICES FURNISHED UNDER THIS AGREEMENT FOR THE PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT, OR FAILURE, AND CEASING UPON THE DISCOVERY AND RECTIFICATION OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT, OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

Without limiting the foregoing, SML Wireless shall not be responsible for: (a) any failure to transmit or store, or for any deletion of, any communication, message, email, or content transmitted through, sent to, or received by the Service or SML Wireless' servers; or (b) any modification, suspension, interruption, or discontinuance of the Service.

13.3 FULL APPLICABILITY.

THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY APPLY REGARDLESS OF ANY ALLEGATION OR FINDING THAT A REMEDY FAILED OF ITS ESSENTIAL PURPOSE, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION NEGLIGENCE) AND EVEN IF SML WIRELESS OR OTHERS ARE ADVISED OR AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR LIABILITY.

14 INDEMNITY.

You agree to indemnify and hold harmless SML Wireless against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to this Agreement, any and all uses of your account, and your use of the Service. This includes, without limitation, responsibility for all such consequences resulting from actions by you or any user of your account in violation of this Agreement, the Acceptable Use Policy, or any law or regulation.

15 LIABILITY FOR UNAUTHORIZED USE.

You agree to notify us immediately if you sell or rent your home to anyone else. You are considered the registered recipient of the Service until SML Wireless receives such notice, and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that SML Wireless receives your notice, unless otherwise provided by State law. You may not assign or transfer your service without SML Wireless' written consent. If you do, SML Wireless may inactivate your service. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify the SML Wireless Customer Care Center immediately and make a police report, or else you may be liable for payment for unauthorized use of your Equipment system. You will not be liable for unauthorized use after SML Wireless has received your notification.

16 PROPRIETARY RIGHTS.

All copyright or other proprietary rights notices contained in or associated with the content available through the service must be preserved on any copies made of such material; provided, however, that no copies shall be made in violation of Section 7 or any other provision of this Agreement. The placement of copyrighted material in any public posting area, or any software library, without the consent of the copyright owner is prohibited. Nothing in this Agreement may be construed to convey to you any interest, title, or license in the user ID, email address, Universal Resource Locator ("URL"), IP address, or domain name used by you in conjunction with the Service.

PART VI – GENERAL

17 LIMITS ON TRANSFERS; NO RIGHT OF SURVIVORSHIP.

Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by SML Wireless. Your right to use your user ID, email address, and other unique identifiers assigned to you by SML Wireless shall terminate upon the termination of this Agreement. This Agreement will terminate immediately upon your death.

18 CHOICE OF LAW.

This Agreement is made in the State of Virginia. This Agreement and all of the parties' respective rights and duties in connection herewith, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Virginia, in the United States, excluding its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement, and it is acknowledged that this is a services contract and not a contract for the sale of goods. You agree that this Agreement is set forth in the English language for the mutual convenience and benefit of the parties. A printed version of this Subscription Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Subscription Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

19 ELECTRONIC DELIVERY POLICY AND YOUR CONSENT.

By applying for or using the Service, you consent to receive all agreements, disclosures, policies, notices, and other information (collectively, Notices) provided by SML Wireless or its affiliates via paper, aural, and/or electronic delivery at SML Wireless' sole and absolute discretion. For purposes of example and not limitation, SML Wireless may deliver or display Notices to you by email, pop-up window, or posting a message on the Service or the SML Wireless Website. You agree that certain supplemental or enhanced services made available to subscribers may also have their own procedures for providing Notices.

20 CONSTRUCTION AND DELEGATION.

Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. SML Wireless may authorize or allow its contractors and other third parties to provide services necessary or related to making the Service available and to perform obligations and exercise SML Wireless' rights under this Agreement, and SML Wireless may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

21 MISCELLANEOUS.

21.1 Notice; Severability.

Where notification by SML Wireless is contemplated by or related to this Agreement, notice may be made by any reasonable means, including without limitation email or publication over the Service. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. Where an entire provision is invalid, illegal, or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal, or unenforceable term.

21.2 No Waiver.

SML Wireless may enforce or decline to enforce any or all of the terms of this Agreement in its sole discretion without waiving its rights to enforce such provisions in the future. In no event shall SML Wireless be required to explain, comment on, suffer liability for, or forfeit any right based on its enforcement, non-enforcement, or consistency of enforcement of these terms.

21.3 Captions.

Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

21.4 Statute of Limitations.

You agree that, regardless of any statute to the contrary, any claim or cause of action arising from 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.

22 ASSIGNMENT OF ACCOUNT.

SML Wireless may sell, assign, or transfer your account to a third party without notice to you.

23 ENTIRE AGREEMENT.

This Agreement, as published over the Service and available on the Website, as well as the additional online documents specifically referred to herein as being a part of this Agreement (e.g., the Acceptable Use Policy), constitute the entire and only agreement with respect to the subject matter hereof between you and SML Wireless. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements, and other communications with respect to the subject matter hereof accept as expressly set forth in this document. By applying for or using the Service, you agree to the terms and conditions of this Agreement. This Agreement can be amended only in the manner expressly provided for herein.

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