



TERMS AND CONDITIONS

Iota Networks, LLC (“Company”) provides various related websites (collectively or individually the “Site”), mobile or desktop applications (collectively or individually the “App”), hardware devices (collectively or individually the “Device”), and related products and services (collectively or individually the “Service”) subject to Customer’s compliance with the terms and conditions stated herein (“Agreement”). By installing the Device and/or App or using the Site, you (“Customer”) agree to be bound by this Agreement and the Iota privacy policy available on the Site (“Privacy Policy”).

Company reserves the right to amend this Agreement from time to time by posting a revised version on the Site. Customer is responsible to review the Site periodically to be aware of such amendments. Amendments are effective seven days after their publication on the Site unless otherwise provided in a notice to Customer. Customer’s continued use of the Device and Services will constitute Customer’s consent to be bound by the amended Agreement.

1. TERM OF AGREEMENT. This Agreement is effective until terminated. (See Section 9.b., herein below.) Customer’s rights under this Agreement will terminate immediately upon Customer’s breach of any terms of this Agreement, without notice.

2. FEES, INVOICING, AND PAYMENT. The fees to be charged for equipment, software, and connectivity service shall be those stated in the purchase order or invoice (the “Order”). When applicable, installment payments shall be made in advance by the first day of the month for each month of service. Invoices will be provided at least ten (10) days before each payment is due. Invoices delinquent for thirty (30) days or longer will bear interest from the due date of the invoice at the rate of one and one-half percent 1.5% per month or portion of a month, or the maximum rate permitted by applicable law, whichever is less, until paid. All costs of collection, including agency, attorneys’ fees and other litigation costs, will be paid or reimbursed by Customer. Amounts paid pursuant to this Agreement will first be applied to reduce the balance due under any invoice for goods or services provided or contracted to be provided by Company, or any other division of Company, which is delinquent for more than thirty (30) days. Company reserves the right to suspend providing any goods or services, including but not limited to telephone support and software updates, pursuant to this Agreement and any other agreement between Company and Customer until all amounts due to Company have been paid in full.

Customer shall provide Company with written notice of any disputed charges within thirty (30) days after Customer receives the invoice containing the charges in question and, with such notice will include reasonable detail regarding the dispute. If the disputed charges cannot be resolved by mutual agreement of Customer and Company, the dispute will be handled under



the dispute resolution process described in Section 23. Notwithstanding the above, Customer shall pay all undisputed invoiced charges when due.

3. TITLE TO DEVICES. Devices and equipment provided to Customer under this Agreement shall remain the property of Company (“Leased Devices”) unless otherwise stated in the Order (“Purchased Devices”). Customer shall not attempt to transfer or convey title to Leased Devices to any third parties, nor shall Customer pledge Leased Devices as collateral for any financing.

4. RETURNS. If there are any problems with Customer’s Order (e.g., Customer has ordered incompatible products, entered an invalid address, etc.) Company will contact Customer via the email address and/or phone number Customer provided at checkout. It is Customer’s responsibility to check Customer’s phone/email for correspondence from Company. In the event that an item is missing from Customer’s Order or a Device is in any way damaged/incomplete, it is Customer’s responsibility to report the issue to Company within ten (10) days of receiving the Order. Company is not obligated to re-ship or replace missing/damaged items if they are not reported within ten (10) days. Return shipping costs are the responsibility of Customer. Pre-paid shipping labels are only given for defective products reported within 21 days (after 21 days it would be considered a warranty claim). In the event of a warranty replacement outside of the 21-day return period, Customer is also responsible for shipping charges for the replacement unit. Shipping charges are not refundable.

In the event that Customer’s package has to be redirected by the shipping carrier after it has shipped due to Customer error or request, Customer will automatically be charged the carrier’s redirect fee.

All sales are final thirty (30) days after invoice date. In the event of a termination of service after this period, all Leased Devices must be returned as described in Section 9. Company will charge for all items missing from returns. Upgrade fees, extended warranties, and manufacturer service plans are non-refundable.

The original product(s) must be returned in otherwise new condition with all original materials (original packaging, manuals and accessories). All returned items will be inspected upon receipt at our warehouse, and if the product(s) is scratched, dirty, missing packaging/parts or in otherwise used condition Customer’s total refund will be decreased or denied. Customer must request a Return Materials Authorization (“RMA”) before returning an Order – if Customer returns products without contacting Company for an RMA there will be an automatic 25% restocking fee in addition to the standard 25% restocking fee that is applicable to all items being returned for a refund. Company is not obligated to offer full or partial refunds for returns without an RMA number. If Customer returns Customer’s item(s) after the 21-day time frame and Customer’s RMA has expired Company is not obligated to credit Customer’s Order. Any refused shipments will incur a \$50 restocking fee plus the cost of return shipping.



After receiving a request for an RMA Company will email Customer detailed instructions for returning Customer's products. It is very important that Customer follow the instructions provided and ship Customer's return to the address listed in the RMA email. If Customer's product is returned to Company in like-new condition and Customer has followed Company's return policy, Company will issue Customer's refund or credit. Customer may choose to receive either a store credit or a refund back to Customer's credit card.

Customer must include Customer's RMA number on the side(s) of the box in which Customer is shipping items back to Company. Customer shall not write on the manufacturer's packaging, only the outer shipping carton. RMAs are valid for 10 days.

All sales are final on special orders and repair parts once shipped.

5. DEVICE ACTIVATION AND AUTHORIZATION. The terms set forth below when used herein shall have the following meanings:

"Activation" occurs at such time as the Company commences providing Service to a Connection purchased by Customer. Each new Connection assigned to an account constitutes an activation.

"Activation Date" means the date on which the Company commences providing Carrier Service to a Connection assigned to Customer.

"Billing Month" means each billing cycle of a calendar, consisting of approximately thirty (30) days, used by Company in its billing of Services to Customer.

"Carrier" means the underlying wireless carrier of the Service, and its subsidiaries and Affiliates.

"Connection" (s) means the ten (10) digit phone number assigned to an End User by the Carrier to provide access to the Services.

"Deactivation" means termination of Service to any Connection assigned to Customer for any reason.

"End User" means an individual or entity obtaining access to and/or utilizing the Services from Customer.

"Facilities" means the GSM, CDMA, GPRS, EDGE, HSPA or LTE systems, or any combination thereof, including, without limitation, the telecommunications switching equipment, servers, cell sites, cell site/BTS transceiver equipment, connections, billing systems and other equipment utilized by Carrier to provide the Services.



“Initial Activation Date” means the date on which the Company first commences providing Service to a Connection assigned to Customer under this Agreement on both the Company’s and Carrier’s networks.

“Service” in this Section means Company’s and Carrier’s data network and includes the features and services attached hereto and incorporated herein, and as amended at any time with prior notice.

“Service Plans” means the particular set of rates, terms and conditions to which Company makes its Service available to Customer.

“SIM” means subscriber identity module that identifies and authenticates subscribers on a mobile device.

“SIM Term” means the 12 month minimum subscription period for an individual connection that survives this Agreement.

“Software” means Company’s applications, customer portal (internet site), and programs distributed on any media, including downloaded file formats, which are used to operate devices, provide Service, and run Company’s network.

“Subscriber” means any person or entity purchasing Services from Company, including Customer but not including End Users.

NON-EXCLUSIVE REVOCABLE AUTHORITY. Company agrees to provide Customer a non-exclusive, non-transferable, revocable authority to obtain GSM and/or CDMA Service Plans and SIMs from Company and to utilize such Service Plans in connection with a device obtained by Customer or provided to entities directly or through a distribution channel, subject to the provisions of this Agreement including, without limitations, any credit limitations set forth in herein. All distribution channels used shall comply with the terms and conditions outlined in this Agreement.

PROVISION OF WIRELESS CONNECTIONS. Subject to FCC Number portability rules, Connections associated with Service shall at all times be the property of Carrier, and Company may require the return or exchange of such Connections from time to time in the conduct of its business. In the event a Connection is requested to be returned, Company shall substitute an alternate connection for such requested returned Connection, at the option of Customer. Company will use reasonable efforts to notify Customer thirty (30) days in advance of any required returns or exchanges, subject to FCC number portability rules. Customer must notify Company if any Device causes radio frequency interference with Carrier’s network, otherwise degrades service on Carrier’s network, does not comply with US federal, state or local laws and regulations, is stolen, has been used for fraudulent purposes, or is defective. Company reserves the right to



deny Service at the point of Activation to any Device when the Device causes radio frequency interference with Carrier's network, otherwise degrades service on Carrier's network, does not comply with US federal, state or local laws and regulations, is stolen, has been used for fraudulent purposes, or is defective. Company shall not be liable to Customer or End Users if Service is denied. Service shall be provided in accordance with the descriptions set forth herein, which may be modified or amended by Company with thirty (30) days written notice to Customer.

ASSIGNED IP ADDRESSES. Any IP addresses or other network identifiers assigned to Devices remain the sole property of Company. Customer may not reuse such an address for any purpose other than to identify the Device to which it was assigned.

SIM CARDS. Where applicable, Devices normally come with SIM cards pre-installed. SIM cards provided with Leased Devices and Purchased Devices remain the property of Company and shall remain in the Devices. Customer is only authorized to use SIMs provided under this Agreement to access Carrier's network.

RESTRICTIONS. Service to a Connection may be restricted or cancelled if there is a reasonable suspicion of abuse or fraudulent use. Customer agrees to make good faith efforts to minimize abuse or fraudulent use, to promptly report to Company any such abuse or fraudulent use of which Customer becomes aware, and to cooperate in any investigation or prosecution initiated by Company. Customer shall not, and shall not allow any End User to:

1. Attempt or assist another to access, alter or interfere with the communications and/or information of other data Subscribers;
2. Rearrange, tamper or make an unauthorized connection with any Facilities of Carrier;
3. Use or assist others in the use of any unethical or fraudulent scheme, or by or through any other unethical or fraudulent means or devices whatsoever, with intent to avoid payment of, in whole or in part, any charges for Service;
4. Use the Service in such a manner so as to interfere unreasonably with the use of Service by one or more other Subscribers or End Users;
5. Use the Service to convey information deemed to be obscene, salacious or prurient, or to convey information of a nature or in such a manner that renders such conveyance unlawful;
6. Use the Service without permission on a stolen or lost Device;



7. Install any amplifiers, enhancers, repeaters or other devices that modify the radio frequencies used to provide the Service; or
8. Use or alter, or attempt to use or alter, the Service for any non-data purpose, including but not limited to voice related services.

A Connection may be associated with only one End User Device at any given time, unless Company provides prior written approval otherwise.

SERVICE PLAN CHARGES.

1. Connectivity, Data Usage, Data Storage. Data usage applies to data transmissions, text messages, international roaming, downloadable content, programs, instructions or files, alerts, and any other information sent through the Carrier's Facilities and associated with the Device. Data storage applies to the Company server storage and file transmissions required to support the Customer service plan. Charges for Connectivity, Data Usage and Data Storage are included in the applicable Service Plan.
2. Software Applications. Software applications include software provided by Company to Customer for the purpose of monitoring Device activity and reporting, access to the Company customer portal, and access to additional software or portals required to service Customer. Software may include proprietary Company software, Third Party software, or software programs and services to transmit data to Customer-owned application software. Software services and reporting may interact with Devices which may incur Data Usage and therefore impact service levels. Charges for Software Applications and Services are included in the applicable Service Plan.
3. Device Rental. Devices and any related materials or devices provided are the property of Company unless otherwise stated in the Order. (See Section 3, above.) Charges for Device rent are included in the applicable Service Plan.
4. Pricing. Service Plans are priced based on various Devices and service levels, including the services described in 1-3 of this subsection (SERVICE PLAN CHARGES). Customer's Service Plan and pricing is defined in the Order. Company may monitor service levels and data usage and notify Customer in the event that service levels and usage exceed the Service Plan level defined in the Order. Company reserves the right to modify Customer's Service Plan pricing with thirty (30) days written notice to Customer to reflect the service levels and data usage required to meet Customer's needs. If Customer does not object to the new pricing within ten (10) days of receiving such notice, the new pricing terms will be deemed accepted. If Customer timely objects to



the new pricing, either party shall have the option to terminate this Agreement and Customer shall return all Leased Devices and related materials as provided in Section 9.

6. MANDATORY UPGRADES; NEW RADIO TECHNOLOGY. Company may from time to time upgrade Leased Devices to newer or different versions, so long as the minimum required functionality is retained. Company shall bear the expense to ship the upgrade Device and for customer to ship back the Leased Device being replaced. Where a Device cannot be self-installed, Company will arrange for installation of upgrade Devices at Company's expense. The terms of this paragraph only apply to upgrades mandated by Company and not to voluntary upgrades ordered by Customer.

7. SOFTWARE LICENSE GRANT. By downloading the App, Customer is acquiring a limited, non-exclusive, non-transferrable, non-sublicensable license to install and use the App as set forth in this Agreement. Customer is expressly prohibited from sub-licensing, renting, leasing, transferring or otherwise distributing the App or rights to use the App.

Customer is responsible for maintaining the confidentiality of Customer's user name and password. Customer may not share Customer's login information with anyone. Company may assume that any transactions or communications resulting from the use of Customer's user name and password are authorized by Customer.

Customer's right to use the App is limited to the license grant above, and Customer may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, transfer, create works from, reverse engineer, or use the App or any component of it, except as expressly authorized by Company. Unless expressly authorized by Company, Customer is prohibited from making a copy of the App available on a network where it could be used or downloaded by other users. Customer may not remove or alter Company's trademarks, logos, or legal notices included in the App.

Except as expressly licensed to Customer herein, Company reserves all right, title and interest in the App (including all characters, images, artwork, photographs, animations, video, music, sound effects, fonts, text), and all associated copyrights, trademarks, and other intellectual property rights therein. Customer may not decompile, disassemble, or reverse engineer the App, or any component thereof, by any means whatsoever. Customer may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the App. All rights not expressly granted herein are reserved by Company.

Customer agrees that the App may automatically download and install updates, upgrades and additional features that Company deems reasonable, beneficial to Customer and/or reasonably necessary. Customer acknowledges and agrees that any obligation Company may have to support the previous version(s) may be ended upon the availability of the update, upgrade



and/or implementation of additional features. This license shall Apply to any updates, upgrades and/or additional features that are not distributed with a separate license or other agreement.

The App or Site may include advertisements from third parties. Any communications or transactions between Customer and such advertisers are Customer's responsibility. Company shall have no liability, obligations or responsibilities for any such communications or transactions between Customer and any advertisers contacted through the App or Site.

Customer shall abide by the terms and conditions published by third parties who provide Devices, Apps, or Sites for Customer's use through agreements with Company.

8. PRIVACY; PERSONAL INFORMATION. Customer will need to submit information to create an account to access the App on a mobile device or on the Site. The personal information Company collects from Customer for billing and/or to create Customer's user account ("Personal Information") is subject to the terms of the Privacy Policy. Customer agrees that the Personal Information provided is complete and accurate, and Customer agrees to keep Personal Information up to date to ensure the continuation of Services.

Customer agrees that Customer will not use the Service to collect information about another person unless Customer has first obtained that person's consent and explained to them what information is being collected.

9. DEFAULT; REMEDIES.

- a. **Events of Default.** "Default" under this Agreement shall be defined as a breach by the other party of any provision herein, including, without limitation:
- (1) Either party's material breach of any representation, warranty or covenant of this Agreement;
 - (2) Failure by Customer to pay any undisputed sum due to Company hereunder when due within the allotted time;
 - (3) Either party's filing of a petition seeking relief for itself under the bankruptcy laws of any jurisdiction;
 - (4) Entry of an order for relief against either party under the bankruptcy laws of any jurisdiction;
 - (5) Either party's making of a general assignment for the benefit of its creditors;
 - (6) Either party's consent to the appointment of or taking possession of all or substantially all of its assets by a receiver, liquidator, assignee, trustee, or custodian;
 - (7) Either party's insolvency or failure to pay its debts generally as they become due;
 - (8) Either party's action (or sufferance of any action taken by its directors or shareholders) effecting or seeking its dissolution or liquidation; or
 - (9) Unauthorized assignment of this Agreement.



b. Termination.

(1) Either party may terminate this Agreement in the event of a Default under Section 9.a. (1), (3) - (9) above, or for any other material breach by the other party of any provision herein, which is not cured within sixty (60) days following written notice to the defaulting party.

(2) Company may terminate this Agreement in the event Customer fails to pay any invoiced amount due to Company when due and fails to cure such Default within thirty (30) days following prior written notice to Customer.

(3) A Default for an unauthorized assignment of this Agreement shall allow the non-defaulting party to terminate this Agreement without any advance notice.

(4) Termination of this agreement for any cause does not release Customer from its payment obligations as noted herein.

(5) Notwithstanding parts (1) – (4) above, provided such party is not currently in default, either party may terminate this Agreement for convenience effective immediately upon sending notice of such termination.

(a) If Company terminates this Agreement and Customer is not in Default, Company will refund the contract price paid for any unused service, pro rata. Customer shall not be entitled to any remedy other than such refund.

(b) If Customer terminates this Agreement and Company is not in Default, Company will refund the contract price paid for any unused service, less any expenses or costs incurred as a result of Customer's early termination.

c. Disconnection of Service. Upon termination of this Agreement for any reason, Company shall cease to provide Service to Customer and the End Users as of the date of termination. Customer shall provide reasonable notice to the End Users of any disconnection of service caused by termination of this Agreement.

d. Survival of Financial Obligations. Termination of this Agreement shall not release either party from any financial obligation owed to the other party, from any financial obligations that might subsequently accrue as the result of any act or omission occurring prior to termination, nor from any obligation which is expressly stated to survive termination.

e. Remedies. Termination, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the parties and shall be without liability for any loss or damage occasioned thereby, subject to the other terms herein. Termination of this Agreement for any cause shall not release either party from any liability which at the time of termination has already accrued to the other party hereto or which thereafter may accrue in respect of any act or omission prior to termination.



- f. **Acceleration Upon Termination for Default; Liquidated Damages.** In the event of termination due to Customer's default, Customer shall pay within ten (10) days of such termination all remaining payments due under all outstanding Orders. Customer shall not be entitled to a refund for any prepaid Orders that are terminated for Customer's default. Customer agrees that these remedies represent a fair approximation of Company's damages for Customer's default and are not a penalty.

10. RETURN UPON TERMINATION. Upon the expiration or earlier termination of this Agreement, Customer shall return the Leased Devices and any related materials, equipment, software, packaging, etc., to Company. The Leased Devices shall be in the same condition as when delivered to Customer, ordinary wear and tear excepted. Devices must be structurally sound and capable of performing the functions for which the Devices were originally designed. Devices shall be redelivered clean and cosmetically acceptable, free of rust, corrosion or other contamination, and with all component parts in good operating condition so that they may be immediately installed and placed in service by a third party. Company reserves the right to direct that the Devices be shipped directly to a third party. All returns under this paragraph must be made within ten (10) days of the expiration or termination of this Agreement unless a longer period is agreed to by Company in writing. Customer shall bear all costs associated with uninstalling, packaging, and shipping Devices back to Company.

11. RISK OF LOSS. At all times until a Device is returned to Company, Customer shall bear the risk of loss, theft, confiscation, taking, unavailability, damage or partial destruction of the Device and shall not be released from its obligations under this Agreement in any such event. Customer shall provide prompt written notice to Company of any loss or any material damage to a Device. Any such notice must be provided together with any damage reports provided to any governmental authority or insurer, and any documents pertaining to the repair of such damage, including copies of work orders, and all invoices for related charges. Customer shall be responsible to purchase a replacement Device at the manufacturer's suggested retail price for such Device, and shall bear the costs of shipping the replacement Device and returning the damaged Device. Company may also charge additional fees for obtaining a new SIM and re-activating the new Device.

12. MAINTENANCE. Customer is responsible for maintaining each Leased Device to keep it in good operating condition. The standard of care shall be derived from the Device manufacturer's recommendations, but in no event shall Customer use less than reasonable care.

13. WARRANTIES. Warranties begin from the original date of shipment and apply to the original purchaser, unless specified otherwise. Warranties are against defects in workmanship and materials for the period of the time specified by the manufacturer. This is pursuant that the product remains unmodified and operated under normal conditions. Purchaser is



responsible for maintaining copies of invoices for warranty claims. Warranties are limited to repair or replacement at the manufacturer's option with reasonable promptness after being returned to the manufacturer, authorized service center, repair depot or Company, as specified when the valid authorization is issued. Warranties do not apply to any product that has been subject to misuse, neglect, accidental damage, unauthorized repair or tampering. Preventative maintenance activities, if required, are not covered by warranty. Warranties cannot be honored for products in which serial numbers, manufacturing dates or other means of identification have been altered or removed.

This document does not amend, replace, supplement or supersede the manufacturer's published warranties. The manufacturer bears sole responsibility for honoring warranties. Manufacturer's and Company policies and warranties are subject to change without prior notice. Reasonable measures have been taken to ensure the accuracy of information provided. Company is not responsible for the accuracy of its contents or for damages that might occur because of errors or omissions. Company does not by publication of this data insure to anyone the use of such data against liability of any kind. Company is not responsible for the integrity of data on storage devices. The contents of this document supersede all other previously published documents by Company.

EXCEPT AS TO ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED, ALL SERVICE AND EQUIPMENT IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE OR EQUIPMENT. COMPANY DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER ACKNOWLEDGES IT IS NOT RELYING ON ANY SUCH STATEMENT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY COMPANY OF ANY KIND. NEITHER COMPANY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DEALERS, SUPPLIERS, PARENTS WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE OR EQUIPMENT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. CUSTOMER HAS NOT RELIED ON AND WILL NOT CLAIM THAT IT IS ENTITLED TO THE BENEFITS OF ANY REPRESENTATIONS, PROMISES, DESCRIPTION OF THE SERVICE OR OTHER STATEMENT NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. FURTHERMORE, CUSTOMER ACCEPTS THE NETWORK SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) COMPANY HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR



END USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

14. TECHNICAL SUPPORT. Support for Devices will be provided under the manufacturer's warranty. Support for Software will be provided by the Software provider per the Software's license terms. Where Company produces the Devices or Apps, support will be provided via Company's website. Telephone support for Company devices, software, and connectivity issues is also available from 8:00 a.m. to 8:00 p.m. EST Monday through Friday. Availability of technical support is not guaranteed and is subject to change without notice.

15. RECORDING OF CALLS. Any calls between Customer and Company may be monitored or recorded. Customer hereby consents to the recording of such telephone calls regardless of which party initiates the call.

16. WAIVER. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

17. SEVERABILITY. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

18. ASSIGNMENT. Customer may not assign this Agreement or any of its rights or obligations hereunder without Company's express written consent. Except to the extent forbidden by this Section, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

19. FORCE MAJURE. If either Parties' performance of any of its obligations hereunder, except for the payment of money, is delayed by strike, labor dispute, unavailability of materials, war, act of God, governmental action, flood, fire, explosion or other matters not within its reasonable control or by the inability of either Party to procure and obtain needed government consents or approvals, then the date for performance shall be extended by the time of such delay; provided, however, that, as to any and all such causes, the Party so affected shall pursue with reasonable diligence the avoidance or removal of such delay if reasonably feasible.



20. SURVIVAL. Any term which by its nature extends beyond expiration or termination of this Agreement shall survive any such expiration or termination and remain in effect until fulfilled and shall apply to respective successors and assigns. Termination of this Agreement shall not release either Party from any financial obligation owed to the other Party, to any financial obligations that might subsequently accrue as the result of any act or omission occurring prior to termination, nor from any obligation which is expressly stated to survive termination.

21. NOTICES. Company may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Either party may send notices pursuant to this Agreement via registered or certified mail, or via national overnight courier service, which notices will be deemed received upon actual receipt.

If addressed to Company:

Iota
Attn: Legal Department
2111 E. Highland Ave, Suite 305
Phoenix, AZ 85016

If addressed to Customer:

Company may address notices to the address provided by Customer on the Order or via Company's customer portal.

22. GOVERNING LAW. This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of Arizona applicable to contracts made and to be performed therein, without regard to choice of law provisions. Any dispute between the parties, whether arising under this Agreement or otherwise, shall be resolved in the federal or state courts of competent jurisdiction located in Maricopa County, Arizona and in no other forum. The parties consent to personal jurisdiction and venue in those courts and represent that those courts are convenient for the resolution of any such dispute. Process in any action brought in any such court may be served in any manner prescribed by law or order of the court or, in the alternative, by certified mail, return receipt requested, addressed to the party to be served at the address set forth in the Notices section of this Agreement or at such other address specified in a notice mailed by certified mail. Any cause of action must be filed within one year after the date the cause of action arises or else be deemed forever waived.

23. DISPUTE RESOLUTION. In the event any dispute arises over the interpretation of this Agreement or any Party's performance hereunder, the Parties agree to first attempt to resolve such dispute in good faith through the use of a private mediator. The parties shall jointly select such mediator and shall be equally liable to share the costs of such mediator. The mediation



shall take place as soon as reasonably practical, at such time and place as mutually agreed upon by the Parties. Absent mutual agreement as to location, the place for the mediation shall be determined by the mediator and shall be within ten (10) miles of Company's main offices at the time of the mediation. The terms of this section are a jurisdictional prerequisite to any action brought in a court of law.

24. CONFLICTS AND CONSTRUCTION. In the event of any conflict between this Agreement and any Company policy posted online, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern. The parties agree that the terms of this Agreement were freely negotiated, and that no principle may be employed by a court to construe its terms against the drafting party.

25. INDEPENDENT CONTRACTOR, NO JOINT VENTURE OR PARTNERSHIP. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no Company employee or contractor will be an employee of Customer.

26. INDEMNIFICATION. Customer shall defend, indemnify, and hold harmless Company and the Company Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the Devices, Apps, Sites, or network, including without limitation: (a) claims by End Users or by Customer's employees, as well as by Customer's own customers; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the network through Customer's account, including without limitation by Customer Data; and (d) claims that use of the network through Customer's account harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising. Indemnified Claims include, without limitation, claims arising out of or related to Company's negligence. Customer's obligations set forth in this section include retention and payment of attorneys and payment of court costs, as well as settlement at Customer's expense and payment of judgments. Company will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (The "Company Associates" are Company's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.) The terms of this section expressly survive any termination, expiration, or non-renewal of this Agreement.

27. ADVISE EMPLOYEES OF TRACKING. Customer warrants that it will advise any employee or user of a tracked vehicle, where required by law, that: (a) the vehicle may be tracked; (b) Customer and its employees will be able to view details regarding the vehicle's location and



operation at all times; and, (c) Customer will be able to produce historical reporting for the vehicle and the time period for which such records are kept.

28. NO GUARANTEE OF ACCURACY. Devices may be connected to many different kinds of machines, including vehicles, that provide information to be passed along to Customer. Company cannot guarantee the accuracy of information received by Customer due to the many factors affecting the transmission of such data securely through many possible pathways such as Wi-Fi, Bluetooth, or cellular technology, and due to the possibility of errors in the source machines themselves. Customer shall not be entitled to declare breach of this Agreement, including a breach of warranty, due to the inaccuracy of information received which is caused by factors outside Company's control.

29. SATELLITE RECEPTION DISCLAIMER. The location information for any GPS-enabled Device depends upon many factors, such as the quality of the connection between the Device and GPS satellites and the Company's network. These connections can be affected by factors beyond Company's control, such as bad weather, the presence of tall buildings, tunnels, underground structures, freeway overpasses and the like. These factors may cause information to be delayed, corrupted or lost. Company shall not be held liable for any loss or damage caused by the poor performance of GPS-enabled Devices.

30. USE OF ANONYMIZED DATA. The data produced by use of the Devices, App, and Services is the property of the Customer, however, Company reserves the right to use and to allow third parties to use anonymized location, time, speed, temperature, and other information obtained from machines for traffic information, journey data analysis, mapping, asset tracking, weather conditions, demographic analysis, fleet benchmarking, trend analysis, maintenance and service intervals, or other similar purposes. Company may retain such data indefinitely.

31. MESH NETWORK OPERATION. Certain Devices are not restricted to Customer's exclusive use and may be used for any purposes required by Company's network. Such uses may include using the Device as a pass-through for other Devices seeking to reach an internet backhaul point, or for supplying location information for a nearby asset owned by another Company customer. Such non-exclusive uses will not materially affect the level of service received by Customer from Customer's Devices.

32. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR AFFILIATES BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES OF ANY KIND RESULTING FROM ANY DEFECT IN THE HARDWARE, SOFTWARE OR DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR SAVINGS, DAMAGES FROM BUSINESS INTERRUPTION, INCURRED NETWORK OR CARRIER CHARGES PROVIDED BY COMPANY OR OTHERS, LOSS OF OR TO DATA, COMPUTER



PROGRAMS, BUSINESS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT OR PROPERTY, OR ANY COSTS OF RECOVERING, REPROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA USED IN CONJUNCTION WITH THE PRODUCTS, EVEN IF COMPANY, ITS SUPPLIERS OR ANYONE ELSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT COMPANY'S AND ITS AFFILIATES' LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT. ANY WRITTEN OR ORAL INFORMATION OR ADVICE GIVEN BY COMPANY DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL IN NO WAY INCREASE THE SCOPE OF THIS LIMITATION, NOR MAY CUSTOMER RELY ON ANY SUCH WRITTEN OR ORAL COMMUNICATION. IF CUSTOMER COMMENCES ANY ACTION AGAINST COMPANY AND/OR ITS AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES AND FAILS TO BE AWARDED A SUBSTANTIAL PORTION OF THE RELIEF IT DEMANDS IN ITS COMPLAINT, CUSTOMER MUST REIMBURSE THE DEFENDANT(S) IN SUCH ACTION ALL COSTS OF LITIGATION, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' AND EXPERTS' FEES INCURRED BY COMPANY'S EMPLOYEES, AGENTS AND REPRESENTATIVES. THIS LIMITATION AFFECTS CUSTOMER'S SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

CUSTOMER ACKNOWLEDGES THAT PRODUCTS DESIGNED TO DISABLE THE IGNITION SYSTEM FOR A MACHINE OR VEHICLE MAY INTRODUCE CERTAIN SAFETY RISKS AND/OR MAY RESULT IN VEHICLES BECOMING INOPERABLE. COMPANY SHALL NOT BE LIABLE FOR ANY PHYSICAL OR ECONOMIC HARM OR DAMAGES RESULTING FROM THE FAILURE OF A MACHINE OR VEHICLE TO START FOR ANY REASON WHATSOEVER.

33. TAXES AND TARIFFS. Customer shall pay all applicable federal, state and local sales, use, public utilities, gross receipts or other taxes, fees, or recoveries imposed on Company as a result of this Agreement (collectively, "Taxes") (other than taxes imposed on the net income of Company) except as such taxes have already been billed to and collected from Customer. Customer will submit certificates of resale for federal excise tax and as required for the states in which it will resell Service. Customer is responsible for collecting from its End Users and paying all Taxes associated with its provision of Service, where applicable. Customer will reimburse Company for any such Taxes paid by Company on Customer's behalf.

34. TRADEMARKS, COPYRIGHTS AND PATENTS. Company retains all right, title, and interest in and to the Device, App, Site and network, including without limitation all Software used to provide the network services and all graphics, user interfaces, logos, and trademarks reproduced through the network. This Agreement does not grant Customer any intellectual property license or rights in or to the Devices or network or any of its components. Customer recognizes that the network and its components are protected by patent, copyright and other laws. Company has not agreed to and does not agree to treat as confidential any Feedback (as



defined below) Customer or End Users provide to Company, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Company's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the End User in question. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Company's products or services.)

35. NO REVERSE ENGINEERING. Customer shall not copy, modify, create a derivative work of, reverse engineer, disassemble, decompile or otherwise attempt to derive the source code of the Software. Customer shall not reverse engineer communication protocols, Devices or other hardware. Software and all manuals and knowledge related thereto are Confidential and shall not be duplicated, disclosed or published in any form.

36. AUTHORITY TO EXECUTE AGREEMENT. Customer warrants that it has the authority and capacity to enter into this Agreement, and that the person acting on its behalf has the authority to bind Customer hereto.

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