

## **TERMS AND CONDITIONS OF SERVICE**

Solve Networks, Inc., (collectively, “Company,” “Solve,” “we,” “us,” or “our”) provides wireless services to customers that subscribe to the offered Services. Please read these Terms and Conditions of Service fully and carefully before using or accessing any of the Services. These Terms and Conditions set forth the legally binding terms and conditions for your use of the Services. If you do not agree with any of the terms set forth herein, you should immediately stop using the Services, including by disconnecting your Equipment from the Mobile Operator’s networks.

### **ARTICLE 1.0 DEFINITIONS**

The terms set forth below when used herein shall have the following meanings:

1.1 “Activation” occurs at such time as the Company commences providing Services to a Connection purchased by Customer or commences providing Trial Services to a Connection granted by Solve under a Trial Period. Each new Connection assigned to an account constitutes an Activation.

1.2 “Activation Fee” means the fee charged to Customer by Company for initiating Equipment for accessing the Services through the Facilities. The Activation Fee is identified in the Customer’s Service Plan.

1.3 “Affiliate” or “Affiliates” means any individual(s) or entity(ies) that controls, is controlled by, or is under common control, with “control” meaning directly or indirectly owning a majority equity interest in, or otherwise having the power to direct the business affairs of, the controlled individual(s) or entity(ies).

1.4 “Billing Cycle” means each period of time used by Company in its billing of Services to Customer according to the Customer’s Service Plan.

1.5 “Company” means Solve Networks, Inc.

1.6 “Connection” (s) means the ten (10) digit phone number assigned to Customer by the Mobile Operator to provide access to the Services or Trial Services.

1.7 “Customer Content” means all identifying information related to the Customer that is maintained by Company, including data usage amounts, available call data records, billing records, Connections, Services, Service Plans, Equipment, and the like.

1.8 “Contracting Affiliate” means any Affiliate of Customer that issues a Purchase Order to Company for obtaining Services under these Terms and Conditions.

1.9 “Data Usage Monitoring Service” means the Company’s Internet-based management platform that allows Customer to access, monitor, use, and manage their respective Services, Trial Services, Service Plans, Connections, Activations, Equipment, Customer Content and the like.

1.10 “Deactivation” means termination of Services or Trial Services to any Connection assigned to Customer for any reason.

1.11 “Effective Date” means the date on which Customer accepts these Terms & Conditions.

1.12 “Equipment” means all devices or equipment necessary to enable Customer to receive and access the Services, including but not limited to, Customer’s network or facilities (if any), any Customer device and related equipment.

1.13 “Facilities” means the Mobile Operator’s network, including the CDMA, GPRS, EDGE, HSPA, LTE systems, or other such radio access technology 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 Mobile Operator to provide the Services and the Trial Services.

1.14 “IOT Product” means an Internet of Things (IOT) wireless network device capable of communication within the Facilities that is purchased or leased by Customer from Company or the use of such IOT Product that is purchased or leased by Customer from Company.

1.15 “Mobile Operator” means the underlying mobile wireless network operator providing the Services and Facilities, and its subsidiaries and affiliates.

1.16 “Pooled Service Plan” means a Service Plan that provides for Services to be shared on a fixed limit by multiple IOT Products. Any IOT Products that are part of the pool will share from the fixed limit identified in the Pooled Service Plan.

1.17 “Purchase Order” means a verbal, email, or written acceptance of quoted Service Plans, equipment, hardware, IOT Products, or other such products or services provided by Company. Each Purchase Order entered into by Customer with Company will be entered into subject to these Terms and Conditions.

1.18 “Services” means the availability of Company’s and Mobile Operator’s data networks and Facilities provided to Customer and includes the specific features and services identified in any available Service Plan, and as may be amended from time to time by Company or Mobile Operator with prior notice to Customer.

1.19 “Service Area” means the geographic area in which any Services provided or accessed according to the Service Plans or any Trial Services may be authorized for access by Customer. The Service Area under these Terms and Conditions includes the United States.

1.20 “Service Plans,” means the particular set of data plans, rates, billing details, terms and conditions to which Company and Mobile Operator make the Services available to Customer. All Service Plans may be agreed to by Customer through a separate Purchase Order, which Purchase Order will be entered into subject to these Terms and Conditions.

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

1.22 “SIM Term” means the subscription period for an individual Connection provided in Customer’s Service Plan.

1.23 “Subscriber” means any person or entity purchasing Services from Company, including Customer.

1.24 “Trial Services” means the availability of Company’s and Mobile Operator’s data networks and Facilities through a single Connection provided to Customer free of charge by Solve for the Trial Period.

1.25 “Trial Period” means a single period of time no longer than thirty (30) days during which Customer may access the Trial Services.

**ARTICLE 2.0**  
**NON-EXCLUSIVE REVOCABLE AUTHORITY**

2.1 Company agrees to provide Customer and any Contracting Affiliate a non-exclusive, non-transferable, revocable authority to obtain SIMs from Company which allow Customer and Contracting Affiliate to access the Services, as defined in Service Plans purchased by Customer or Contracting Affiliate, as part of an IOT Product used by Customer or Contracting Affiliate or provided to entities directly or through a distribution channel, subject to these Terms and Conditions including, without limitations, any credit limitations set forth in herein. All distribution channels used shall comply with these Terms and Conditions.

2.2 Unless otherwise stated herein, all rights and obligations identified in these Terms and Conditions as belonging to Customer shall be the same rights and obligations belonging individually to any Contracting Affiliate solely with regard to the Services purchased under the Purchase Order submitted by the Contracting Affiliate. However, any one Contracting Affiliate will have no rights or obligations under these Terms and Conditions with respect to the Services purchased by another Contracting Affiliate under a separate Purchase Order.

**ARTICLE 3.0**  
**TERM OF AGREEMENT**

3.1 Subject to the provisions of ARTICLE 13.0 hereof, the term of the Customer’s subscription to the Services shall commence on the Effective Date and continue for a period equal to the term identified in accordance with Customer’s Service Plan.

3.2 For all Service Plans of any length term, the Customer’s subscription to the Services will automatically renew for successive month terms on a month-to-month basis (“Month-to-Month Renewal Term”), unless otherwise terminated according to another provision herein or extended based on a new Service Plan signed by Customer. Customer may terminate the subscription to the Services before automatic renewal by providing no less than thirty (30) days written notice of the intent to terminate the subscription. If such notice is provided during the initial term, the Agreement will terminate as of the last date of the initial term. Once in the Month-to-Month Renewal Term, Customer may terminate its subscription to the Services by giving no less than thirty (30) days written notice of the intent to terminate. If such notice is provided during

any Month-to-Month Renewal Term, the Customer's subscription to the Services will terminate as of the last day of the then-current month term.

3.3 Subject to these Terms and Conditions, any Trial Services granted to Customer by Solve, at Solve's sole option and election, shall terminate no later than thirty (30) days from the Activation of the Trial Services (the "Trial Period"). Solve may terminate the Trial Services at any time during the Trial Period at Solve's sole option and election and without prior notice to Customer.

#### **ARTICLE 4.0 ACCESS TO EQUIPMENT, NUMBERS AND CONNECTIONS**

4.1 Provision of Wireless Connections. Subject to FCC Number portability rules, Connections associated with Services shall at all times be the property of Mobile Operator, 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 Equipment causes radio frequency interference with Mobile Operator's network, otherwise degrades service on Mobile Operator'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 Services at the point of Activation and otherwise to any Equipment when the Equipment causes radio frequency interference with Mobile Operator's network, otherwise degrades service on Mobile Operator'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 if Service is denied for such reasons.

#### **ARTICLE 5.0 PRICES AND TERMS OF PAYMENT**

5.1 General. The Service Plans available to Customer are subject to these Terms and Conditions and any additional terms and conditions provided in such Service Plan(s) chosen. Company's billing records, which shall be based on the billing system provided by the Mobile Operator, shall be the sole records used to determine what Services were rendered, and shall prevail over any records maintained by other third parties. Customer agrees to pay Company in full for all charges invoiced each month, subject to all terms and conditions set forth therein. Federal, state and/or local regulation and/or tariff, service charges may be changed at any time during the term of the Customer's subscription to the Services. Service Plan charges may change with 30 days' notice to Customer from Company.

5.2 Invoices. Company will provide all invoices electronically. Customer shall pay any invoices provided by Company in accordance with these Terms and Conditions within fifteen (15) days of the date the invoice was mailed or, if bills are electronically posted, within fifteen (15) days of such electronic posting. When payment is not made within this time period, Company reserves the right to charge a late fee equal to the lesser of 1.0% per month or portion of a month, or the maximum rate permitted by applicable law from the due date until paid. Company reserves

the right to interrupt or terminate Services without prior notice in the event Customer fails to pay Invoiced charges when due.

5.3 Contracting Affiliates. Each Contracting Affiliate will receive electronic access to its own invoice identifying charges incurred by the Contracting Affiliate according to the Services received under the Purchase Order submitted by the Contracting Affiliate. Each such Contracting Affiliate shall have sole responsibility with respect to, and Company shall look solely to such Contracting Affiliate with respect to, all obligations relating to its purchase of Services, and the liability of each such Contracting Affiliate will be several and not joint with respect to any other Contracting Affiliate, Affiliate, or controlling Customer. Each such Contracting Affiliate will otherwise individually have all rights and obligations identified to Customer in ARTICLE 5.0 with respect to billing and payment for Services obtained through the Purchase Order submitted by such Contracting Affiliate.

5.4 Disputed Charges. Customer shall provide Company with written notice of any disputed charges within fourteen (14) 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 Article 15.11. Notwithstanding the above, Customer shall pay all invoiced charges when due.

5.5 Service Modifications. When Customer desires to modify or terminate Services with respect to one or more Connections, Customer shall provide Company with written notice thereof. Such notice shall be given during Company's normal business hours, and shall specify the Connections, the date upon which Services should be modified or terminated, the nature of the proposed modification or termination, and such additional information as Company may reasonably require. Company may modify or terminate Services with respect to one or more Connections as provided below in ARTICLE 11.0 with respect to abuse or fraudulent use.

5.6 If Customer files for bankruptcy protection or an involuntary bankruptcy petition is filed against Customer, Company and Customer agree that Company shall be entitled to draw down against any deposit for any sums that are past due at that time. Should Company seek relief from the automatic stay in order to effect such action, although such relief may not be required under current law, Customer agrees and stipulates to the entry of relief from the stay and agrees to raise no defenses thereto. Company and Customer stipulate that the deposit and the Customer's obligations under these Terms and Conditions arise out of the same transaction.

5.7 Payment Terms and Deposit. Company may modify the payment terms to require full payment in advance and/or require Customer to provide such other assurances as it may require to secure Customer payment obligations. In the event the customer defaults on its financial obligation to Company and Company incurs legal and/or collection fees to pursue collection, the customer agrees to reimburse Company in full for all costs incurred to satisfy collection.

5.8 Taxes. 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 these Terms and Conditions (collectively, "Taxes") (other than taxes imposed on the net income of

Company) except as to such taxes that have already been billed to and collected from Customer. Customer will reimburse Company for any such Taxes paid by Company on Customer's behalf.

## **ARTICLE 6.0 CUSTOMER'S OBLIGATIONS; LIMITATIONS**

6.1 Charges for Service. Customer is solely responsible for all charges with respect to any Service Plans selected by Customer from the date of Activation of a Connection through twelve (12) hours after receipt by Company of written notice from Customer to discontinue or suspend Services for any such Connection. Customer agrees to pay all service fees for the length of each connection's SIM Term even when a Connection is suspended or terminated.

6.2 Contact Person. Customer shall provide finance, operational and technical contacts for quick responses to questions and issues.

6.3 SIMs. Where applicable, Customer must purchase SIMs from Company for obtaining Services on Mobile Operator's Facilities. Customer is only authorized to use SIMs purchased under the Customer's subscription to the Services by properly inserting the SIMs into approved Equipment for use on Mobile Operator's Facilities.

## **ARTICLE 7.0 TRADE NAMES AND TRADEMARKS**

7.1 Company Marks. Customer shall not use, acquire or claim any right, title or interest in or to any trademarks, service marks or trade names (collectively, "Marks") owned by or licensed to Company or Mobile Operator, unless Customer receives express written consent.

7.2 Survival. Any term which by its nature extends beyond expiration or termination of the Customer's subscription to the Services or the expiration or termination of Trial Services shall survive any such expiration or termination and remain in effect until fulfilled and shall apply to respective successors and assigns.

## **ARTICLE 8.0 DESCRIPTION OF SERVICE**

8.1 Services According to Service Plans. Services shall be provided in accordance with the descriptions set forth in the applicable Service Plan under which Customer subscribes to the Services, which may be modified or amended by Company with 30 days written notice to Customer. All Service Plans purchased by Customer shall be purchased under a Purchase Order

8.2 Service Area. The Services provided in accordance with Customer's Service Plan(s) shall only be provided by Company under the Service Plan within the United States (the "Service Area").

8.3 Roaming. Roaming charges apply when the IOT Product is used outside of the Service Area. Billing of roaming charges and minutes of use, or wireless services may be delayed or applied against included data, minutes, or Services in a subsequent Billing Cycle, which may cause Customer to exceed your allocated data, minutes, or Services limits in a particular Billing

Cycle. Domestic and international roaming charges will be applied in addition to any Service Plan charges.

## **ARTICLE 9.0 TRIAL SERVICES**

9.1 At Company's sole option and election, Company may agree to provide a one-time access to Trial Services by the Customer through a single Connection for up to the Trial Period. The one-time access to the Trial Services may only be available to a Customer prior to any Activation pursuant to a Service Plan purchased by the Customer.

9.2 Customer shall not be guaranteed any rate or amount of data access, transmission, or usage with the Trial Services. Company may restrict, throttle, or reduce the rate or amount of data access, transmission, or usage associated with Customer's access to the Trial Services at Company's sole option and election.

9.3 Company, at its sole option and election, may Deactivate the Trial Services and terminate Customer's access to the Trial Services and Facilities prior to the end of the Trial Period. Company may terminate such access without prior notice to Customer.

## **ARTICLE 10.0 SUPPORT SERVICES**

10.1 Unless otherwise provided for in a valid agreement attached to these Terms and Conditions as a schedule, Company is not obligated to provide any support or management services to Customer. Company is further not obligated to provide any support or management services to Customer for Trial Services.

## **ARTICLE 11.0 RESTRICTIONS**

11.1 Forbidden Activities. Services to a Connection may be restricted or cancelled without prior notice to Customer if there is a reasonable, good faith 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 for such abuse or fraudulent use. Customer shall not, and shall not allow any person to:

- (a) Attempt or assist another to access, alter or interfere with the communications and/or information of other data Subscribers;
- (b) Rearrange, tamper with, or make an unauthorized connection with any Facilities of Mobile Operator;

(c) 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 the intent to avoid payment of, in whole or in part, any charges for the Services;

(d) Use the Services in such a manner so as to interfere unreasonably with the use of services by one or more other Subscribers;

(e) Use the Services 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;

(f) Use the Services without permission on a stolen or lost device;

(g) Install any amplifiers, enhancers, repeaters or other devices that modify the radio frequencies used to provide the Services; or

(h) Use or alter, or attempt to use or alter, the Services for any non-data purpose, including but not limited to voice related services.

11.2 Restriction on Number Assignment. A Connection may be associated with only one Customer device at any given time, unless Company provides prior written approval otherwise.

## **ARTICLE 12.0 LIMITATIONS OF WARRANTIES AND LIABILITY**

12.1 Disclaimer of Warranties. EXCEPT AS TO ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED, ALL SERVICE, TRIAL SERVICES, 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 SERVICES, TRIAL SERVICES, 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, PARTS WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICES, TRIAL SERVICES, 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 SERVICES OR OTHER STATEMENT NOT SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS.

12.2 Limitation of Liability. Company shall not be liable for any deficiency in performance caused in whole or in part by act or omission of Mobile Operator or service Customer,



dealer, equipment or facility failure, Equipment failure, Facilities problems, lack of coverage or network capacity, equipment or facility upgrade or modification, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, or causes beyond Company's reasonable control, including without limitation the failure of an incoming or outgoing call, including a 9-1-1 emergency call, to be connected or completed or for the functionality of location services, including 9-1-1 location services. EVEN IF COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, THEY WILL NOT BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICES, TRIAL SERVICES, OR ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION: DISCLAIMED DAMAGES OR LOSS OF PRIVACY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICES OR TRIAL SERVICES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, COST OF REPLACEMENT PRODUCTS AND SERVICES, SUSPENSION, TERMINATION, OR THE INABILITY TO USE THE SERVICES OR TRIAL SERVICES, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY ANY EQUIPMENT, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES OR TRIAL SERVICES. THE SERVICES AND TRIAL SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, ATTACKS, VIRUSES, OR INTERCEPTORS, AND CUSTOMER AGREES THAT COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LACK OF PRIVACY OR SECURITY. THE MAXIMUM AGGREGATE LIABILITY OF COMPANY TO CUSTOMER, AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THE CUSTOMER'S SUBSCRIPTION TO THE SERVICES FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICES OR EQUIPMENT, SHALL BE TO RECOVER NO MORE THAN \$50,000. COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY REASON RELATED TO ANY TRIAL SERVICES. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THE CUSTOMER'S SUBSCRIPTION TO THE SERVICES WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. THE LIMITATIONS SET FORTH IN THE PRECEDING TWO PARAGRAPHS ARE INDEPENDENT OF EACH OTHER AND BOTH THE LIMITATION OF DAMAGES AND LIMITATION OF REMEDY SET FORTH ABOVE WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITED REMEDY SET FORTH IN THE PARAGRAPH IMMEDIATELY ABOVE.

12.3 Company shall not be liable for, and Customer shall defend, indemnify, hold harmless and forever discharge Company from, all damages (including personal injury or death and damage to property), claims, actions, losses, liabilities and other expenses (including reasonable attorneys' fees), regardless of the time when they occur, that arise out of any action brought by a third party in connection with (i) Customer's use of the Services or the IOT Product (used independently or in conjunction with the Services) or any Equipment or software used in conjunction therewith, (ii) any disabling of Equipment by Company pursuant to ARTICLE 4.0, ARTICLE 11, or 12.5, (iii) any breach or violation of these Terms and Conditions by Customer including any representations and warranties provided herein.

12.4 Customer agrees to secure and maintain in force and effect all insurance, licenses, approvals, certifications, and permits necessary to conduct its business in full compliance with all applicable laws, ordinances and regulations. Customer may be required to maintain specific levels of insurance if payments due Company exceed \$25,000 per month. Upon request from Company, Customer agrees to provide proof of insurance.

12.5 Customer has no contractual relationship with the underlying Mobile Operator. Customer understands and agrees that the underlying Mobile Operator shall have no legal, equitable or other liability of any kind to the Customer.

(a) Customer acknowledges that Services and Trial Services may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission Facilities.

(b) Customer agrees that the underlying Mobile Operator shall not be responsible for such interruptions of Services or Trial Services or the inability to use the Services or Trial Services outside its service coverage area.

(c) Customer understands that the underlying Mobile Operator cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Services or Trial Services.

(d) In no event shall the underlying Mobile Operator be liable for any cost, delay, failure or disruption of Services or Trial Services, lost profits, or incidental, special, punitive or consequential damages.

(e) In no event shall the underlying Mobile Operator be liable for the failure or incompatibility of Equipment utilized by Customer in connection with the Services or Trial Services. Customer shall use the Equipment at its own risk.

(f) Customer shall indemnify, defend and hold the underlying Mobile Operator and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with the Customer's subscription to the Services, the Customer's use of the Trial Services, the provision or use of the Services or Trial Services by the Company; or the use, failure to use or inability to use the Connection. This provision shall survive the termination of the subscription.

**ARTICLE 13.0**  
**DEFAULT, TERMINATION OF AGREEMENT, DISCONNECTION**  
**AND MIGRATION OF SERVICE**

13.1 "Default" under these Terms and Conditions shall be defined as a breach by the other party of any provision herein, including, without limitation:

(a) Either Party's breach of any material representation, warranty or covenant of these Terms and Conditions;

(b) Failure by Customer to pay any undisputed sum due to Company hereunder when due within the identified time;

(c) Either Party's filing of a petition seeking relief for itself under the bankruptcy laws of any jurisdiction;

(d) Entry of an order for relief against either Party under the bankruptcy laws of any jurisdiction;

(e) Either Party's making of a general assignment for the benefit of its creditors;

(f) 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;

(g) Either Party's insolvency or failure to pay its debts generally as they become due;

(h) Either Party's action (or sufferance of any action taken by its directors or shareholders) effecting or seeking its dissolution or liquidation;

(i) The commission of any illegal act (excluding misdemeanor traffic offenses and other minor misdemeanors not involving dishonesty or moral turpitude) by or the filing of any criminal indictment or information against a Party, its proprietors, partners, officers, directors or shareholders (to the extent such shareholders control in the aggregate or individual 10% or more of the voting rights or equity interests of such Party); or

(j) Unauthorized assignment of the Customer's subscription to the Services, the Trial Services, or these Terms and Conditions.

### 13.2 Termination.

(a) At the end of the term identified in Customer's Service Plan, either party may terminate the Customer's subscription to the Services by providing written notice to the other party no less than thirty (30) days before the end of the term. If either party fails to give such written notice, the Customer's subscription to the Services will automatically renew according to Section 3.2.

(b) If you signed up for a Service Plan with a term longer than one month, you may cancel your subscription at any time without cause by paying the Early Termination Fee provided for in your Service Plan.

(c) No refunds will be provided for cancelation of a Service Plan with a term of one month or less. Early cancelation of a Service Plan with a term of one month or less are not subject to an Early Termination Fee.

(d) Either Party may terminate the Customer's subscription to the Services in the event of a Default under Article 13.1(a) or (c)-(j) above, or for any other breach by the other Party of any material provision herein, which is not cured within sixty (60) days following written notice to the defaulting Party.

(e) Company may terminate the Customer's subscription to the Services in the event Customer fails to pay any invoiced amount due to Company when due and fails to cure such Default within sixty (60) days following prior written notice to Customer.

(f) Company may terminate the Customer's subscription to the Services immediately in the event that Customer pays any two (2) invoices late during the term. For the avoidance of doubt, a late payment does not include any late or partial payment made based on disputed charges raised in a notice provided by Customer under Section 5.2.

(g) A Default for an unauthorized assignment of the Customer's subscription to the Services shall automatically terminate the subscription without any further notice or action required from the non-Defaulting Party.

(h) Termination of the Customer's subscription to the Services for any cause does not release Customer from its payment obligations as noted herein.

13.3 Temporary Suspension of Service. Customer hereby authorizes Company to restrict or suspend the Services to any Connection when Company detects or Customer reports to Company a runaway SIM, malware attack, or other such unauthorized or damaging use of the Services or of the Facilities by Equipment of the Customer. Company may restrict or suspend the Services with little or no notice to Customer when such unauthorized access is detected without the knowledge of Customer. When Customer does not have actual notice of the unauthorized access, Company will provide notice of the restriction or suspension of services as soon as practical for Company after the Services have been restricted or suspended. Customer will cooperate fully with Company to investigate and remedy the unauthorized access to the Services.

13.4 Disconnection of Service. Upon termination of the Customer's subscription to the Services for any reason, Company shall cease to provide access to the Services to Customer as of the date of termination.

13.5 Survival of Financial Obligations. Termination of the Customer's subscription to the Services 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.

13.6 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 the Customer's subscription to the Services 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.

## **ARTICLE 14.0 CUSTOMER WARRANTIES**

In addition to all other Customer representations and warranties set forth herein, Customer represents and warrants that:

14.1 Customer's acceptance of these Terms and Conditions and Customer's performance of its obligations hereunder does not now and will not in the future violate any agreement between Customer and any third party.

14.2 Customer has complied with all applicable registration and licensing requirements to enable Customer to act as a Customer under the terms of this Agreement.

## **ARTICLE 15.0 MISCELLANEOUS**

15.1 Tariffs. In the event that the Services or any charges related thereto are currently subject, or at any time become subject, to any federal, state or local regulation or tariff, then these Terms and Conditions shall be deemed amended to conform to any conflicting terms and conditions in effect under such regulation or tariff. In the event that such amendments are reasonably deemed material by Customer, Customer may terminate the Customer's subscription to the Services. All non-conflicting terms and conditions shall remain valid and effective.

15.2 Entire Agreement. These Terms and Conditions, including all exhibits, appendices, and attachments hereto, set forth the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, communications or agreements, whether written or oral, regarding such subject matter.

15.3 No Joint Venture or Agency. Nothing herein shall be construed or deemed to create any joint venture, partnership, franchise, or agency between Company and Customer. The rights, duties, obligations and liabilities of Company and Customer are separate and not joint or collective, and it is not the intention of the parties hereto to create under any circumstances a joint venture or partnership or the relationship of master-servant or principal-agent. Except as expressly provided herein, Company shall have no authority to commit or bind Customer with respect to any third party, and Customer shall have no authority to commit or bind Company with respect to any third party.

15.4 Severability. If any term of this Agreement or the application thereof to any person, entity or circumstance shall at any time or to any extent be determined to be invalid or unenforceable under any provision of applicable law, to the full extent the applicable law may be waived, it is hereby waived. To the extent such law cannot be waived, the invalid or unenforceable term shall be replaced by a valid term which comes closest to the intentions of the parties to this Agreement. In case such replacement term cannot be agreed upon, the invalidity of the term in question shall not affect the validity of any other term or this Agreement as a whole, unless the invalid term is of such essential importance that it can be reasonably assumed that the parties would not have entered into this Agreement without the invalid term.

15.5 Waivers. Neither the waiver by either Party to this Agreement of any breach of any agreement, covenant, condition or provision hereof nor the failure of either Party to seek redress for violation of, or to insist upon strict performance of, any such agreement, covenant, condition or provision shall be considered to be a waiver of any such agreement, covenant, condition or provision or of any subsequent breach thereof. No provisions of this Agreement may be waived except by written agreement by Vice Presidents or officers of Company and by the President or Chief Financial Officer of Customer.

15.6 Amendments. Company reserves the right to amend these Terms & Conditions, any schedules, appendices, or exhibits attached here to at any time for any reason. To the extent that any material provision is amended or any fees or costs will be increased, Company will provide notice of such material change within thirty (30) days of the intended change. Customer shall have the right to terminate the Agreement if Company modifies any of the Services or any fees or costs associated with this Agreement. Customer may exercise this right to terminate by providing written notice to Company within thirty (30) days of receipt of any notice of such modification. If Customer exercises such right to terminate, the Agreement will terminate as of the last day of the then-current month term after such termination notice is provided.

15.7 Binding Effect; Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and permitted assigns. Company may assign its rights and obligations hereunder by giving Customer written notice of such assignment, which assignment shall fully release Company from any further obligations or liability under the terms of this Agreement commencing on the effective date of the assignment. Customer may assign its rights and obligations hereunder including to a subsidiary or an affiliate of Customer, with the prior written consent of the Company. Any transfer of control of fifty percent (50 %) or more of Customer's assets to any individual, corporation, partnership, or any other entity not a party to this Agreement as of the effective date, whether or not such transfer is recognized by law shall constitute an assignment for the purposes of this Section. Company may, in determining whether to grant its consent to an assignment, consider any factors it deems relevant to such a determination including, but not limited, to assignee's credit history, business history, and reputation in the business community.

15.8 Force Majeure. If either Parties' performance of any of its obligations hereunder 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.

15.9 Notices. All notices and other communications required by this Agreement shall be given in writing and shall be deemed to have been duly given and effective upon receipt via email. Company:

Solve Networks, Inc.  
3321 Essex Dr.  
Richardson, Texas 75082

15.10 Governing Law, Venue, and Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Texas, without reference to the principles of conflicts of laws that would require the application of the laws of another jurisdiction and notwithstanding the location of the Company or Customer and its Facilities.

15.11 Dispute Resolution.

(a) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration hearing shall be held in Dallas, Texas or Richardson, Texas before one (1) arbitrator.

(b) Nothing in this Agreement shall prevent either Party from seeking injunctive relief before any court of competent jurisdiction.

**ARTICLE 16.0**  
**DATA USAGE MONITORING SERVICE**

16.1 Limitations of monitoring services. Customer acknowledges that the Data Usage Monitoring Service is a tool that when used may provide an approximation of Customer's current usage levels and may be subject to latency and reporting delays of wireless carrier systems beyond the control of Company. Due to potential system limitations, including Customer applications and devices, Company does not guarantee that scheduled Data Usage Monitoring Service reports or actions will be executed in real or near real time. Customer acknowledges that a device in session may incur significant overage charges before the Data Usage Monitoring Service function can be successfully executed, and that failure of the Data Usage Monitoring Service system to immediately suspend or report on a device for overuse conditions will not be grounds to dispute overage charges incurred by a device that exceeds a Data Usage Monitoring Service parameter.

16.2 Right to Access and Use. Company hereby grants to Customer the fully paid-up and royalty-free right and license to access, view, monitor, use, copy, and download the Customer Content from the Data Usage Monitoring service.

16.3 Password-Protected Access; User IDs and Passwords. The right granted to Customer pursuant to Section 16.1 shall be provided by means of password-protected access. Company will grant to Customer a user account administrative privileges to the Data Usage Monitoring service, allowing Customer to issue to designated authorized representatives the Customer, user I.D.'s and passwords to access the Customer Content.

16.4 Permitted Use of Customer Content. Customer may use the Customer Content provided pursuant to Section 16.1 for purposes of (A) monitoring Customer's account status; (B) testing network connectivity; (C) verifying the status of the Services, Trial Services, and/or the Customer's SIM Card, and (D) for all other purposes and uses reasonably related to optimizing Customer's provision, for or on behalf of Users of cellular network services. In turn, Customer agrees to (i) restrict access to Customer Content to those of its employees who have a need to know same as part of their official duties; (ii) prohibit its employees from using any information from

the Customer Content for personal reasons; (iii) keep all user identification numbers, and related passwords, or other security measures (collectively, “User IDs”) confidential and prohibit the sharing of User IDs; (iv) immediately deactivate the User ID of any employee who no longer has a need to access the Customer Content, and for terminated employees, on or prior to the date of termination; (v) use or disclose the Customer Content only as permitted by this agreement or as required by law; and (vi) require all subcontractors or agents that receive or access the Customer Content, to abide by the same obligations and restrictions as those assumed by Customer under this Rider.

## **ARTICLE 17.0 POOLED SERVICE PLANS**

17.1 Accounts. All pooled IOT Products in a Pooled Service Plan must be on the same data plan and on the same billing account.

17.2 Pooling Term. Some of the Pooled Service Plans offered by the Company may have a fixed term, as determined by the Company for the associated plan, upon which the account would transition to a month-to-month plan at the then current rates.

17.3 Overage Charges. Data limits for all Pooled Service Plans are shared amongst all of the IOT Products pooled in the plan. Data usage is for each IOT Product will be added to determine any data overages and accompanying overage charges.

## **ARTICLE 18.0 SECURITY REQUIREMENTS**

18.1 Customer shall use commercially reasonable security practices to secure devices that connect to the cellular network. In particular, Customer shall ensure the following requirements are met:

18.1.1 Change default passwords for router administration credentials. Password should follow a corporate standard that defines minimum number of character, type and number of characters required, and timeframe for expiration.

18.1.2 Do not use the same password on more than one device. Passwords must be unique.

18.1.3 Log out of admin interface when finished with tasks. Do not leave open the admin interface when not in use.

18.1.4 Disable remote management on the router if not needed. If remote admin is needed, restrict access to only known IP addresses.

18.1.5 For administration of the router, use SSL or SSH whenever possible instead of plain unencrypted access.

18.1.6 Monitor for suspicious activity using device logging and status information.



- 18.1.7 Keep firmware up to date to ensure security fixes/ patches are recent.
- 18.1.8 Isolate LAN or any other network that do not need to communicate together.
- 18.1.9 Limit administrative access to the device to only those who require it. Build alternative user accounts with limited capabilities for others that need access to the device but not admin level rights.
- 18.1.10 Disable any protocols or features that are not in use.
- 18.1.11 Disable or restrict settings such as DHCP, ping, trace route, telnet, etc. to reduce visibility to attacks.
- 18.1.12 Develop and comply with an acceptable usage policy for staff that describes what is permitted on the network and what best practices staff should follow.
- 18.1.13 Place devices in locations that provide physical security. Devices should not be in open areas where unauthorized individuals can gain physical access.
- 18.1.14 Wired ports not in use should be disabled.
- 18.1.15 Ports in use should use 802.1x or MAC authentication to prevent unauthorized devices to connect to the network.
- 18.1.16 Select the most secure features when possible (e.g., use AES instead of DES).
- 18.1.17 Real time clock on devices should be configured accurately. Connect devices to reliable NTP source.
- 18.1.18 Disable any file sharing, NAS or USB ports/options.
- 18.1.19 Maintain backups of device configurations.
- 18.1.20 If wireless capabilities on devices are not used, disable feature.
- 18.1.21 Change default SSID to a name the does not easily identify the device, company, brand, or location of the device.
- 18.1.22 Use the strongest wireless encryption supported by device. Avoid using no encryption or WEP.
- 18.1.23 Disable wireless access except when functionality is required.
- 18.1.24 Disable WPS if supported on device.

**ARTICLE 19.0**  
**ACCEPTANCE OF TERMS**

19.1 Acceptance. By clicking “I Agree” below or using the Services or Trial Services in any manner, you agree to these Terms and Conditions.

19.2 Customer Authority. Customer hereto warrants that it has the authority to accept these Terms and Conditions, and warrants that it has the authority to bind the Customer.