

1. Definitions:

- 1.1. **Complete Managed Services:** Remote monitoring and management, ongoing technical support, usage alarms and alerts, within 48-hours.
- 1.2. **Corporate or Customer Subscriber:** A Customer utilizing Wireless Service under this Agreement whose account is set up in Customer's name and for which Customer bears responsibility.
- 1.3. **Eligible Plan:** Any voice or data plan with a monthly access fee that MACH makes generally available to consumers or business customers, unless such plan specifies that discounts are not applicable.
- 1.4. **Equipment:** Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.
- 1.5. **Fully Managed Solution:** A solution consisting of a wireless device (e.g. 3G or 4G wireless router), a wireless service plan, and Complete Managed Services.
- 1.6. **MDN or MTN:** A Mobile Device Number or Mobile Telephone Number assigned to a specific device for wireless telecommunications services.
- 1.7. **Remote Management Systems:** A service allowing MACH and enterprise customers to easily manage multiple devices across their network from one central Cloud based portal.
- 1.8. **Legal Notice:** Notice given in accordance with the requirements for "Legal Notices" set forth in the "Notices" section below.
- 1.9. **Wireless Service:** Each and every radio service provided directly or indirectly by MACH.
- 1.10. **Mobile Network Operator:** A Mobile Network Operator ("MNO"), also known as a wireless service provider, wireless carrier, cellular company, or mobile network carrier, is a provider of services wireless communications that owns or controls all the elements necessary to sell and deliver services to an end user or affiliate including radio spectrum allocation, wireless network infrastructure and back haul infrastructure.

TERM OF AGREEMENT AND LINE TERM

2. Term; Line Term; Early Termination Fees; Termination of Service:

- 2.1. **Term of Agreement:** This Agreement will have the term, with respect to each Line Term (defined in Section 2.2) as selected in Exhibit A below (as to each line, the "Initial Term") from the date it is executed by both Parties (as to each line, the "Effective Date") and shall continue thereafter on a month-to-month basis until terminated by either Party with at least thirty (30) days' Legal Notice (as to each line, the "Initial Term," and any month-to-month extensions thereof, the "Term").
- 2.2. **Line Term:** The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for a period of not less than 2 years as selected in Exhibit A below (as to each line, the "Line Term"). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Term expires service shall continue to be billed on a month-to-month basis.
- 2.3. **ETF:** An early termination fee ("ETF") for Wireless Service of \$240.00, minus \$10.00 for each full month of the Line Term completed since activation or since the most recent Line Term extension (if any), applies to each line terminated or ported to another service provider prior to the expiration of the Line Term. Customer may terminate any of its lines within fifteen (15) days of activation without an ETF, provided that within that fifteen (15)-day period, it returns any unopened or unused Equipment that was purchased from MACH in connection with the activation of the line with the understanding that any returned Equipment that was purchased from MACH is subject to a 20% restocking fee. Customer shall be responsible for all service-related charges incurred up to the time of termination. Equipment that was scheduled to have ownership transferred to Customer shall not be transferred unless the entire Initial Term for each line of service has been met as per the terms listed in section 4.1 below.
- 2.4. **Termination of Service:** If Customer is more than thirty (30) days past due on any lines of service, or if Customer incurs excessive overage charges of more than \$1,000.00, MACH reserves the right to terminate or suspend service on any and all lines of service with ten (10) days prior notification to Customer.

PRICING AND EQUIPMENT

3. **Plans, Features, Rates and Charges:** Wireless Service plan pricing is shown below in Exhibit A. The service plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Information about service plans, options, features, and applications (*i.e.*, those that MACH makes generally available to consumers or business customers) and their terms and conditions may be obtained from MACH business sales representatives. Customer can activate any (a) service plans, options, features and applications, subject to their terms and conditions which become part of this Agreement upon activation; or (b) custom plans, options, features and applications, if any, described in the attachments to this Agreement. The voice or data plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. Other rates, charges and fees, including but not limited to charges for options, features, applications and 411 Connect, may be changed following 30 days' written notice. MACH may discontinue any service plans, options, features and applications for new activations without notice. Corporate discounts and pricing will not be available to purchases made through agents or at service store locations.

- 3.1. **Suspension of Service:** Customer may suspend service one time for up to 90-days of a Service Agreement. However, the term of the suspension shall be added to the Term of the original Agreement thereby increasing the Term of the Agreement with

the same number of days the service was suspended. For example, if Customer signs up for a 24-month Agreement, and suspends service for 2 months, the Term of the Agreement shall automatically be adjusted to reflect a 26-month term to fulfill the obligations of this Agreement.

- 3.2. **Rate Plan Changes:** Customer shall be able to make changes to increase the size of plan for Wireless Services at the rate described in Exhibit B (up to a 5GB plan). For example, if a customer wishes to increase the size of a Verizon service plan from 250MB to 1GB, the additional charge shall be the price difference between the two service plans. Customer agrees and understands that any plan changes will take effect within 2 business days of the date requested. Customer may decrease the size of plan as long plan size does not go below the plan size agreed to in the original agreement. All decreased plan changes will take effect 30 days after notification by customer of desired plan change and a loss of static IP may occur when change takes effect.
- 3.3. **MDNs, MTNs and IP Addresses:** MACH retains the rights to all phone numbers and IP addresses provided to Customer by MACH Networks.

4. Equipment Purchased from MACH: The following provisions apply to Equipment purchased or leased directly from MACH by Customer pursuant to this Agreement:

- 4.1. **Equipment Pricing:** MACH may offer equipment pricing (if any) as requested by the Customer. Equipment pricing information may be obtained from a MACH sales representative. Equipment is subject to availability and prices are based on volume and listed in the Pricing Exhibit. Pricing is subject to change and discounts may not be available on some Equipment. Customer may purchase Equipment at non-discounted, full retail pricing at any time during the term of this Agreement.
- 4.2. **Shipping, Risk of Loss and Acceptance:** Billing and shipping addresses must be in the MACH licensed service area. Equipment will be shipped to the address designated on Customer's order. Title and risk of loss pass to Customer and acceptance occurs upon receipt of the Equipment by Customer or Customer's agent at the address designated on Customer's order. MACH may charge Customer reasonable rates for shipping. MACH will ship Equipment within five (5) business days of receipt of Customer's order, subject to availability.
- 4.3. **Equipment Returns:** Customer shall have fifteen (15) days from acceptance, or a longer period if required by law, during which it may exchange Equipment or return it for a refund. A 20% restocking fee shall apply on all returned equipment. All phone numbers and IP addresses on returned equipment shall remain the property of MACH Networks.
- 4.4. **SIM Cards, Software Updates, Service Programming Code:** If Equipment requires a MACH provided SIM (Subscriber Identity Module) card, any intellectual property or software in the SIM is the property of MACH. MACH may change or update the software or other data in the SIM card or the software in the Equipment over the air and utilize any capacity in the SIM card for network purposes. MACH in no way guarantees that such Equipment will be capable of being reprogrammed for use with another wireless carrier network after the service programming code is entered, or that another wireless carrier will accept Equipment for use on its network. Default service programming codes are not applicable to pre-pay, GSM or data-only Equipment.
- 4.5. **Additional Terms:** A One-time setup fee is required for all Wireless Services as listed in Exhibit A. This Setup Fee includes SIM card, Activation and Configuration. Shipping is not included and shall be added on the invoice for each order.

5. **Equipment Purchased from Third Parties, Open Development:** Customer may purchase Equipment from third parties provided that the third-party Equipment is on the underlying carrier's approved device list and certified for network use at the time of activation. Third-party Equipment providers establish their own terms and conditions for the sale of Equipment, and MACH has no control over such third parties' charges, terms of purchase or return policies and cannot vouch for the call quality or overall functionality of such Equipment. MACH shall not be responsible for any claims related to any Equipment provided by such third parties, or Customer's use thereof, including but not limited to loss, damage or replacement of such Equipment.

6. **Lost or Stolen Equipment:** If Customer's Equipment is lost or stolen, Customer may request that MACH suspend service and billing to the affected line for the lesser of 30 days or until the date of replacement or recovery of the Equipment, after which service and billing for such line shall resume. MACH may request reasonable documentation in support of such suspension. Customer is responsible for usage charges associated with the line up to the time Customer notifies MACH of the lost or stolen Equipment. Customer is liable for equipment replacement cost incurred for lost or stolen equipment.

PURCHASING

7. **Purchases by Customer (Authorized Contact(s)):** Customer shall identify representatives authorized to purchase Wireless Service and Equipment under this Agreement and to act on its behalf ("Authorized Contact(s)") by providing their name(s), telephone number(s), and business and e-mail address(es) in writing to MACH. Customer's initial Authorized Contact(s) may be identified on the first page of this Agreement. An Authorized Contact shall have full authority to handle all matters contemplated by the Agreement or relating to Customer's account(s), unless otherwise specified by Customer in writing to MACH. Customer may elect to designate a third party as an Authorized Contact provided it complies with the requirements set forth in the "Customer's Use of Third Parties" section below. Customer authorizes MACH to add additional lines of service to this Agreement as new lines of service or ordered via the MACH Ordering Portal. All terms and conditions of this Agreement shall apply for all future lines of service ordered by Customer.

BILLING AND PAYMENT

8. Customer Billing and Payments:

- 8.1. **Monthly Bills:** MACH bills on a monthly basis, and Customer is liable for all fees, charges, usage and overage, whether usage was intentional or not, including any applicable Taxes and Surcharges. The first invoice shall include the first and last month payment plus any Setup Fee. Monthly access fees and feature charges are generally billed in advance, while airtime overage and other usage charges are billed in arrears. Monthly billing cycles vary and may not correspond to calendar months. MACH provides billing for third parties. MACH agrees not to place on Customers Monthly Bills any charges for third party services and applications without prior written consent of Customer.. Customer is exercising its' option, at no cost, to block and restrict access to third-party services or applications that may involve a charge being placed on Customer's bill. Billing starts immediately upon the date of the activation of the device which shall be defined as the date the phone number (MDN) gets assigned to the specific device or SIM card.
- 8.2. **Payment Terms:** Customer must pass a credit check before any payment terms are granted by MACH. Customer shall pay all undisputed charges within 30 days of the date of each bill. Past due undisputed amounts shall be, to the extent permitted by the law of the state where Customer's billing address is located, subject to a late payment fee of 1½% per month (18% annually) or \$5 per month, whichever is greater. If payment by check or similar negotiable instrument is returned by a bank for any reason, MACH will charge Customer a \$30 returned check fee.
- 8.3. **Credit Cards:** Customer may be required to provide corporate Credit card information.
- 8.4. **Disputed Charges:** In the event of disputed charges, Customer must, as soon as practicable following identification of such dispute, provide written notice to MACH, which shall include the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. The Parties will use their good faith efforts to reconcile any disputed charges within thirty (30) days of the date of notification, after which the Parties may not invoke the process set forth in the "Dispute Resolution" section below. If MACH and Customer are unable to come to an agreement on disputed charges within thirty (30) days from the date of the dispute, MACH has the right to immediately terminate or suspend service to Customer.
- 8.5. **Failure to Pay:** If any undisputed lines of service are more than thirty (30) days past due, MACH may, with ten (10) days prior notice to Customer, suspend or terminate Wireless Service to some or all lines or deny new activations due to Customer's failure to either make payment or dispute charges in accordance with the foregoing provisions regardless of any deposit provided by Customer. If Customer fails to pay for any undisputed line of service that is more than sixty (60) days past due, MACH may send Customer's account to a collection agency and report the collection to a third-party credit reporting agency. MACH may also charge Customer for any fees that MACH is charged by the collection agency, if it is permitted by the law of the state where Customer's billing address is located.
- 8.6. **Taxes and Exemptions:** If any federal, state, local or foreign tax, fee, assessment or other charge is required by law to be collected by MACH (each, a "Tax"), or a serving carrier charges Tax on a roaming call, then MACH may bill such Tax to Customer, and Customer shall pay such Tax. MACH shall be responsible for and pay all reasonable taxes which may be levied or incurred against MACH in connection with the performance of any services under this Agreement, including taxes levied or incurred against MACH's income, inventory, property, sales, or other taxes. Taxes may change from time to time. With respect to any Tax other than a Tax charged by a serving carrier on a roaming call, if Customer provides MACH with an exemption certificate in the form provided by law, or with other evidence of exemption acceptable to MACH, then that specific Tax will not be collected from Customer. If an exemption applied by MACH at Customer's request is found not to apply, then Customer shall upon demand pay MACH the uncollected Tax and all related interest, penalties and additions to the Tax. MACH shall not issue credits for a Tax that is billed prior to MACH's receipt of evidence of exemption.

9. **Bankruptcy/Insolvency/Creditworthiness:** Either Party may terminate this Agreement upon Legal Notice if: (a) the other Party makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they mature; (b) a trustee or receiver of any substantial part of the other Party's assets is appointed by any court; or (c) a proceeding is instituted under any provision of the Federal Bankruptcy Laws by or against the other Party, and such proceeding is acquiesced in or is not dismissed within sixty (60) days or results in an adjudication in bankruptcy. Notwithstanding the above, Customer's right to terminate pursuant to this section may only be invoked if MACH is unable to provide Customer with the same quality of Wireless Service and Equipment under this Agreement as a result of the foregoing. If Customer terminates the Agreement pursuant to this section, it shall not be relieved of its obligation to pay for any Wireless Service used and Equipment purchased. At any time during the term of this Agreement, MACH may require Customer to provide a deposit to secure payment based upon Customer's decreased creditworthiness or late payment history with MACH. Any such deposit shall not relieve Customer of its obligation to pay any MACH bills. MACH shall pay any interest required by law on such deposit.

LIMITATIONS, WARRANTIES AND INDEMNIFICATIONS

10. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, USE OR LOSS OF USE OF THE EQUIPMENT OR ANY INTERRUPTION OF SERVICE. IN NO EVENT, SHALL EITHER PARTY OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR

DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES. THE LIMITATIONS SET FORTH IN THIS SECTION 10 AND IN SECTION 11 BELOW SHALL NOT APPLY WITH RESPECT TO LOSSES, DAMAGES, CLAIMS OR EXPENSES ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN THIS AGREEMENT.

11. **LIMITATION OF DAMAGES:** NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.
12. **DISCLAIMER OF WARRANTIES:** MACH IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE OR MERCHANTABILITY, OF THE EQUIPMENT. WITH RESPECT TO MACH, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER OR AS DESCRIBED ELSEWHERE IN THIS AGREEMENT.
13. **Mutual Indemnification:** Each Party shall defend, indemnify, and hold harmless the other Party from any and all losses and damages claimed by a third party in any action or proceeding, against the indemnified Party alleging bodily injury (including death) or damage to property, caused by or alleged to have been caused by the negligence or other wrongful acts or omissions of the indemnifying Party, its employees and authorized agents while on the other Party's premises, including any final monetary judgments, settlements, reasonable costs and reasonable attorneys' fees awarded therein.
 - 13.1. **Notice and Defense:** The Party seeking indemnification shall: (a) provide the other Party with prompt Legal Notice of the claim; (b) allow the indemnifying Party to control the defense and settlement of the claim, provided, however, that the indemnifying Party shall not agree to any injunctive relief or settlement that obligates the indemnified Party to perform any obligation, make an admission of guilt, fault or culpability, or incur any expense, without such indemnified Party's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; (c) have the right to obtain its own counsel at its own expense; and (d) provide reasonable cooperation to the indemnifying Party.

DISPUTE RESOLUTION

14. This Agreement shall be governed by, and construed and enforced in accordance with, the laws in force in the State of California (excluding any conflict-of-laws rule or principle which might refer such construction to the laws of another jurisdiction). The Parties hereto agree to submit to the exclusive jurisdiction of the state and federal courts located in San Diego County, California and waive any objection relating to improper venue or forum non convenience to the conduct of any proceeding in any such court. Notwithstanding the above, either Party may seek preliminary and final injunctive relief in the event of the unauthorized disclosure of such Party's Confidential Information or intellectual property infringement. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs of any dispute.

CONFIDENTIAL INFORMATION AND USE OF THIRD PARTIES

15. **Confidential Information:** Each Party shall hold in confidence Confidential Information received from the other Party for the Term of this Agreement and a period of two (2) years thereafter. "Confidential Information" means information (in written, graphic, oral or other tangible or intangible form) concerning the disclosing party's business, customers, products, services, trade secrets and personnel, which shall be reasonably understood as being confidential information of the disclosing party either because of other legends or markings, the circumstances of disclosure or the nature of the information itself. Confidential Information may include proprietary material as well as material subject to and protected by laws regarding secrecy of communications or trade secrets and may include information acquired by the disclosing party from a third party under an obligation of confidentiality. Confidential Information also shall include the pricing and other terms and conditions of this Agreement, which both Parties shall be required to hold in confidence. Neither Party shall disclose Confidential Information of the other Party to any third party or use Confidential Information of the other Party for any purpose other than as specified in this Agreement. The Parties may disclose Confidential Information of the other Party to their agents that have a need to know under this Agreement and are bound by non-disclosure obligations that are substantially similar to those set forth herein. Customer's agents are subject to the additional requirements set forth in the "Customer's Use of Third Parties" section below. Notwithstanding anything to the contrary set forth herein, Customer must obtain MACH's written permission prior to disclosing any Confidential Information of MACH to any direct competitor of MACH.
 - 15.1. **General Exclusions:** The foregoing restrictions shall not apply to information to the extent that it: (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was already in the lawful possession of the receiving Party without an obligation of confidentiality; (c) is lawfully disclosed to the receiving Party by a third party without restriction; (d) is required to be disclosed by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process; (e) is approved in writing by the disclosing Party for further disclosure; (f) is independently developed without reference to the Confidential Information and is so documented by the receiving Party; or (g) is required to port telephone numbers. MACH shall not be deemed to have received Confidential Information of Customer solely because Customer receives, transmits, obtains or otherwise exchanges such information through the use of the Wireless Service, or a MACH service to Customer involves the hosting, transport or other similar handling of such information.

AVAILABILITY AND GENERAL PROVISIONS OF WIRELESS SERVICE

Terms and Conditions

16. **Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service and/or features may not be available in all areas. Wireless Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on MACH's network. Customer understands and agrees that MACH makes no promises or Service Level commitments for Wireless Services because the level of service provided is controlled by the underlying wireless carriers.
17. **Enhancement of Wireless Service:** Due to regulatory requirements regarding a Mobile Network Operators ("MNO") licenses, Customer shall obtain from the MNO prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. MACH may with thirty (30) days advance written notice terminate lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.
18. **Use of Wireless Service and Equipment; Rights to MTNs:** In order to protect the MNO's network, operations and other customers, and with thirty (30) days prior written notice MACH may suspend or terminate service to affected lines if Customer uses the Wireless Service or Equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the MNO's network, operations or customers. If Customer continues using the Wireless Service in such a manner after the expiration of such thirty (30) day notice period, MACH may deny activation to new lines or, upon Legal Notice, may terminate this Agreement. MACH will assign one mobile telephone number ("MTN") to each line of service and while Customer can port its MTNs from the initial MNO, it does not have any property or ownership rights in the MTN and MACH may change, reassign or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, IP address changes, and regulatory or statutory law enforcement requirements.

MISCELLANEOUS

19. **Assignment:** Provided an assignee possesses the financial and operational capabilities to perform under this Agreement and agrees in writing to assume and fully discharge all of the duties and obligations of the assignor arising under this Agreement, either Party may assign this Agreement in its entirety, without the other Party's consent, to either of the following: (a) any entity that controls, is controlled by or is under common control with the assigning Party; or (b) a successor in interest to all or substantially all of the assets and business of the assigning Party. Customer may not assign its rights or delegate its duties under this Agreement to any direct competitor of MACH without the prior written consent of MACH. Except for the foregoing, neither Party may assign its rights under this Agreement to any other entity without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed or conditioned. Subject to the provisions of this section, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the Parties hereto.
20. **Force Majeure:** Any failure of MACH to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond MACH's reasonable control.
21. **Trial Products or Services:** The terms and conditions of this Agreement shall apply to any trial products or services that may be provided to Customer by MACH, unless expressly superseded by a written agreement relating to such trial. MACH may hold Customer responsible for unreturned or damaged trial products and customer shall be responsible for all charges incurred including service plan charges.
22. **Notices:** Whenever this Agreement calls for a "Legal Notice" to be given, notice shall be given in writing and shall be valid and sufficient if dispatched by: (a) registered or certified mail, postage prepaid, (b) hand delivery or (c) a nationally recognized express courier, and addressed to the address(es) for the receiving Party designated on the cover page of this Agreement (as may be updated in writing from time to time by Legal Notice). Notice to Customer may be made to Customer's designated Authorized Contact(s). Any notice given in accordance with the foregoing requirements shall be deemed effective upon delivery. All other notices and communications related to this Agreement may be made via mail or e-mail to an Authorized Contact, mail to the billing address on the account, and/or message with Customer's monthly bill.
23. **Governing Law, Venue and Jurisdiction:** Subject to the provisions of the "Dispute Resolution" section above, the validity, construction and performance of this Agreement shall be governed and interpreted in accordance with the laws of the State of California, without reference to its conflict of laws or other rules that would require the application of the laws of another jurisdiction. Each Party submits to personal jurisdiction exclusively in San Diego, California, and waives all objections to a San Diego County, California venue.
24. **Counterparts and Admissibility of Copies:** This Agreement may be executed in counterparts each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument. An electronic or facsimile copy of the executed Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.
25. **No Waiver:** Any forbearance or delay on the part of either Party in enforcing any rights under this Agreement shall not be construed as a waiver of such rights. Any grant of a

waiver in one instance shall not be construed as a continuing waiver in all similar instances. No provision of this Agreement shall be considered waived unless expressly waived in writing, signed by the party against whom enforcement of such provision is sought.

26. **Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. Moreover, the Parties agree that the invalid, illegal or unenforceable provision shall be enforced to the maximum extent permitted by law in accordance with the intention of the Parties as expressed by such provision.
27. **Survival:** Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.
28. **Entire Agreement:** This Agreement (including any attachments) and the terms and conditions of any plans, options, features, and applications (collectively, "Service Offerings") or Equipment offerings selected by Customer, constitute the entire agreement between the Parties with respect to the subject matter hereof. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of a Service Offering or Equipment offering, except for terms and conditions that are specific to the use of the selected service or Equipment. Except for terms and conditions incorporated in this Agreement through Customer's activation of Service Offerings or Equipment, this Agreement shall not be amended or modified without specific written agreement signed by both Parties. In no event shall any terms and conditions be added or modified by purchase order, unless such purchase order expressly modifies this Agreement and is signed by both Parties. This Agreement supersedes all prior agreements for the provision of Wireless Service and Equipment between Customer and MACH.

REGULATORY AND OTHER DISCLOSURES

Customer Consent to Use CPNI: MACH and its affiliates (the "MACH Companies") may need Customer's permission to share information about Customer as described below. The Federal Communications Commission ("FCC") and various states require MACH to protect certain information that is made available to it solely by virtue of Customer's relationship with it. This information is known as Customer Proprietary Network Information ("CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer's telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The MACH Companies acknowledge that Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the MACH Companies not to use Customer's CPNI or to limit use and disclosure of and access to it, and the MACH Companies have a duty to comply with the limitations Customer designates. By its signature on this Agreement, Customer refuses the MACH Companies permission to use, to permit access to and to disclose Customer's CPNI among the MACH Companies, to their agents, contractors, and partners). Customer's refusal or withdrawal of consent will not affect the provision of services to which Customer subscribes.

Export Controls: Customer acknowledges that the export, import, and use of certain hardware, software, and technological data provided under this Agreement is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations promulgated thereunder by the U.S. Department of Commerce, and any other applicable laws or regulations such as those that prohibit Equipment or Wireless Service from being used in or accessed by a national of Cuba, Iran, North Korea, Sudan, Syria or any other sanctioned or embargoed country. If Customer chooses to access or use the Equipment or Wireless Service or any website or portal maintained by MACH from locations outside the United States, Customer does so on its own initiative and will be solely responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which Customer is accessing or using the Equipment or Wireless Service or such website or portal. Customer acknowledges that MACH has made no representations concerning the appropriateness or availability of the content on any website or portal maintained by MACH when accessed in locations outside the United States, and accessing same from locations where their contents are illegal is prohibited.

HIPAA Compliance: In the event that Customer uses the Wireless Service (whether immediately or at any future time) to transmit, receive, store or process Protected Health Information ("PHI"), as that term is defined by the Health Information Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act as amended and as implemented by the associated regulations (the "Acts"), Customer shall fully and completely indemnify MACH and the underlying carrier, and (i) comply with the Acts; (ii) encrypt all PHI at rest and in motion in accordance with the Guidance provided by the Department of Health and Human Services in the Federal Register Vol. 74, No. 79 on page 19006 (dated April 27, 2009); and (iii) comply with MACH's applicable insurance requirements. The Parties acknowledge that Customer has advised MACH as to whether Customer has any present intention to use the Wireless Service to transmit, receive, store or process PHI, and that if Customer indicated that it does then MACH has provided Customer with a copy of MACH's applicable insurance requirements as currently in effect. If Customer indicated that it does not, then Customer will obtain the then-applicable insurance requirements from MACH before such time, if any, as it commences to transmit, receive, store or process PHI.

Use of Wireless Service for Remote Medical Monitoring: In the event that Customer plans to use the Wireless Service for the purpose of remote medical monitoring, Customer shall fully and completely indemnify MACH and the underlying carrier, and promptly notify MACH of its plans to do so and will comply with MACH's then-applicable insurance requirements, as provided to Customer following such notification.