

<https://mobilecitizen.org>

Direct Customer Terms of Service – 2021

Customer Registration

Organization Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Website Address: _____

Telephone: _____ Fax: _____

Email: _____

Designate organization/institution type:

By signing below, Customer and Mobile Citizen, LLC agree to be legally bound by the Terms of Service attached hereto. THIS AGREEMENT WILL NOT BE BINDING until Mobile Citizen, in its sole discretion, has approved Customer, and both Mobile Citizen and Customer have signed and delivered this Agreement.

_____ (Organization Name)

Signed: _____ Print Name: _____

Title: _____ Date: _____

MOBILE CITIZEN, LLC

Signed: _____ Print Name: _____

Title: _____ Date: _____

Mobile Citizen – Direct Customer Terms of Service

Version: April 19, 2021

Important – Read Carefully: These Direct Customer Terms of Service (including the “Customer Registration” cover page, these “**TOS**”), as they may be amended as hereinafter provided, together with the applicable Mobile Citizen quote or order form (“**Order**”) into which these TOS are incorporated by reference, form a binding legal agreement (the “**Agreement**”) between Mobile Citizen LLC (“**Mobile Citizen**”) and the customer entity listed in the cover page (the “**Customer**”). Notwithstanding any other provision hereof, the Agreement will not be in effect until (i) Mobile Citizen has, in its sole discretion, approved the Customer, and (ii) Mobile Citizen and Customer have both signed and delivered this Agreement. The Agreement governs Customer’s access to and use of the wireless broadband service identified in the Order, that Mobile Citizen makes available under this Agreement (including any associated media and documentation, the “**Service**”). The Service is controlled and made available by a third party that may change from time to time (the “**Provider**”). For more information regarding the technical specifications of the Service, please refer to Appendix A attached hereto (for reference purposes only).

The “**Effective Date**” means the date both parties hereto have executed the cover page of this Agreement. NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE.

1. Scope of Agreement.

- a. **Service.** Subject to Customer’s continued compliance with the terms and conditions of this Agreement, Mobile Citizen will make the Service available to Customer for use by Permitted Users (defined below) based on the number of subscriptions purchased in the Order (each, a “**Subscription**”). Each Subscription will be paired with a single piece of Equipment, and in no event may Customer associate more than one piece of Equipment with a particular Subscription. All rights not expressly granted in this Agreement are reserved by Mobile Citizen. Neither Customer nor any Permitted User is granted any rights to any firmware or software under this Agreement.
- b. **Subscription Term.** The initial term of each Subscription shall be set forth in the Order and subject to Service availability and any price adjustments then in effect. The initial term of each Subscription may be extended by the parties’ mutual written agreement. The initial Subscription term and any subsequent renewal Subscription term are collectively referred to herein as the “**Subscription Term**”. If Mobile Citizen does not receive payment in full for any applicable Subscription Fees (defined below), Mobile Citizen reserves the right to immediately suspend or terminate Customer’s use of the Service for the applicable Subscription(s).
- c. **Permitted Users.** “**Permitted Users**” means (i) any users, recipients or beneficiaries of Customer’s own non-profit, social welfare or educational programs or services, (ii) any of Customer’s employees or independent contractors, or (iii) any of Customer’s students, faculty, administrators and staff, in each of the foregoing cases, (A) only while such persons meet the requirements of at least one of (i)-(iii), and (B) regardless of whether the individual has reviewed or agreed to this Agreement. Once the status of a Permitted User changes so that the individual is no longer a Permitted User, Customer is responsible for ensuring that such individual no longer makes use of or accesses the Service. Customer is responsible to Mobile Citizen for the conduct of Permitted Users, including all Permitted User account activity related thereto, as if such conduct were Customer’s own, and Customer will notify Mobile Citizen immediately of any unauthorized use of a Permitted User’s account or suspected security breach.
- d. **Third-Party Provider.** Customer understands and agrees on behalf of itself and Permitted Users that the Service is provided by a third party that may change from time to time during this Agreement (the “**Provider**”). As of the Effective Date, the Provider is Sprint Spectrum, L.P. (or an affiliate thereof). Mobile Citizen, as a distributor of the Service, does not assume responsibility for

the availability of the Service or the conduct of the Provider. For example, Mobile Citizen does not control or assume responsibility for congestion management, block or rate-control protocols or protocol ports, inhibit or favor any particular applications, impose user device rules or provide end-user security functionality. Customer further understands and agrees on behalf of itself and Permitted Users that the underlying technology and availability of the Service could change after the Effective Date in a manner causing changes or disruptions to the Service ("**Provider Service Change**"). Any change to or disruption of the Service in connection with the foregoing shall not constitute a breach of this Agreement.

- e. **Equipment.** Customer and/or its fiscal sponsor (if applicable) is responsible for ordering through Mobile Citizen all equipment needed for Customer's Permitted Users' use of the Service ("**Equipment**"). Requirements for Equipment compatibility with the Provider's network are set forth on the Provider's website. Mobile Citizen is not responsible for any failure of the Equipment to function properly with the Service. In addition, Customer is responsible for ensuring that all Equipment and associated components thereof meet the minimum technical requirements posted on Provider's website. Equipment must be activated and authenticated by the Provider prior to first use. All Equipment is delivered Free On Board (F.O.B.) Origin unless otherwise agreed. The use of third-party equipment is not permitted without the prior written approval of Mobile Citizen.

2. Pricing, Payment & Other Charges.

- a. **Pricing & Payment.** Pricing for a Subscription (the "**Subscription Fee**") and for any Equipment is set forth in the Order. Pricing is subject to adjustment at the end of the Subscription Term. Payment is due even if Service has been suspended by Mobile Citizen or Provider as permitted by this Agreement. Customer and/or its fiscal sponsor (if applicable) will pay all undisputed amounts invoiced within 30 days of the invoice date and must notify Mobile Citizen in writing of any good faith disputed amounts within such time, in which case Customer and/or its fiscal sponsor (if applicable) may withhold the disputed portions of the invoice pending resolution of the dispute. Payments are otherwise not subject to set off or withholding for any reason.
- b. **Taxes, Fees & Other Charges.** Customer will be responsible for all applicable taxes, duties, fees, surcharges, account set-up fees or other costs payable in connection with the Service or otherwise incurred by Mobile Citizen (including Equipment shipping costs), except to the extent Customer can show with documentation satisfactory to Mobile Citizen that Customer (or the Permitted User, as the case may be) is legally exempt from such taxes or fees. The taxes, fees and other charges detailed above may vary on a monthly basis. Mobile Citizen is not required to provide advance notice thereof except as required by law. Surcharges and recovery fees are not taxes and are not required by law, but are set by Mobile Citizen and may change. To the extent permitted under applicable law, Customer also agrees to pay any additional charges or fees applied to its account, including interest and charges due to insufficient credit or insufficient funds.
- c. **Publicity.** Customer may not use or refer to the name, trademarks or logos of Mobile Citizen or Provider in any advertisements, publications or other such media without the prior written consent of Mobile Citizen or Provider, respectively.

3. Service Limitations & Restrictions.

- a. **Availability.** The Service is not available in all locations and Permitted Users will only be able to access the Service when within the operating range of the Provider's network, which may change from time to time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Mobile Citizen's control. The Service and Equipment may not function in the event of a power failure or disruption, and Permitted Users may be required to reset or reconfigure their modem or other hardware in order to use the Service thereafter. Neither Mobile Citizen nor Provider assume any liability hereunder with regard to any failure or lack of performance of the Service for any reason whatsoever.

- b. **Service Quality and Maintenance.** The speed and bandwidth available to each computer or device accessing the Service may vary for a variety of reasons. Provider reserves the right to engage in reasonable network management and/or eliminate malicious traffic patterns and prevent the distribution of viruses or other malicious code, as provided in the Provider T&C's. In addition, Provider will perform maintenance on the Service, which may include planned or unplanned interruptions of the Service. Customer acknowledges and agrees that neither Mobile Citizen nor any of the other Mobile Citizen Parties (defined below) will be responsible for any losses or damages suffered by Customer, Permitted Users or anyone accessing the Service through Customer, as a result of any Service interruptions. Customer acknowledges that the Service may not be available in all areas, and even within coverage areas service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service. No credit or adjustment will be made for interruptions or degradations of the Service except as agreed by Mobile Citizen in its discretion or as required by applicable law.
- c. **Provider AUP, T&C.** Use of the Service is subject to the Provider's then-current (i) acceptable use policy (the "**Provider AUP**"), a copy of which is, as of the Effective Date, available at <https://www.sprint.com/en/legal/acceptable-use-policy> and incorporated herein by reference; and (ii) end user terms and conditions (the "**Provider T&C**"), a copy of which is, as of the Effective Date, available at <https://www.sprint.com/en/legal/terms-and-conditions> and incorporated herein by reference.
- d. **Open Internet Rule Disclosures.** Customer represents that it has read and understands Mobile Citizen's Open Internet Transparency Rule Disclosures, as may be amended, which are available at <https://mobilecitizen.org/legal/> and incorporated herein by reference.
- e. **Usage Limits.** THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY MOBILE CITIZEN AND ARE SUBJECT TO CHANGE. MOBILE CITIZEN MAY NOT RECEIVE ADVANCE NOTICE OF ANY SUCH CHANGES FROM THE PROVIDER AND IN SUCH CASES WILL NOT BE ABLE TO GIVE CUSTOMER ADVANCE NOTICE THEREOF.
- f. **Prohibitions.** Customer shall not resell Subscriptions or the Service, permit third parties to access the Service, grant any sublicense, or distribute or transmit the Service in whole or in part. If Customer desires to resell the Service, Customer must enter into a Mobile Citizen Reseller Agreement. Customer and Permitted Users shall not reverse-engineer, interfere or tamper with, or otherwise use or abuse the Service or Equipment with the intended or actual effect of violating this Agreement or any party's intellectual property rights.
4. **Compliance with Laws.** Customer represents and warrants that it and all Permitted Users will comply with all applicable laws and regulations in connection with its performance under this Agreement and use of the Service.
5. **Term and Termination.**
- a. **Term.** This Agreement will commence on the Effective Date and, unless sooner terminated as permitted herein, will continue in effect until all Subscriptions hereunder have expired or been terminated (the "**Term**"). The term of each individual Subscription is described in Section 1, above.
- b. **Termination of Subscription or Suspension of Service by Mobile Citizen.**
- i. Mobile Citizen may suspend or terminate the Service, in whole or in part, upon written notice to Customer in the event Customer has breached any term of this Agreement, provided that, where such breach is curable, Customer has failed to cure said breach within 30 days' receipt of notice of the breach. Mobile Citizen may also suspend or terminate Service for an individual Subscription upon written notice to Customer where a Permitted User of such Subscription has breached any terms of this Agreement, provided that, where such breach is curable, Permitted User has failed to cure said breach within 30 days of Customer's receipt of notice of breach from Mobile Citizen. Termination of Service will automatically constitute termination of the affected Subscription. For purposes of this clause b(i), any violation of the Provider AUP,

the Provider T&C, intellectual property rights or applicable laws or regulations may be deemed incurable by Mobile Citizen in its reasonable discretion.

- ii. Mobile Citizen may suspend or terminate the Service, in whole or in part, in the event the Provider ceases to make the Service available to Mobile Citizen for any reason (including in the case of a Provider Service Change), Mobile Citizen otherwise loses the right to offer Subscriptions for any reason, or Mobile Citizen incurs a material increase in the cost of providing the Service. Mobile Citizen will use good-faith efforts to provide as much advance notice of such suspension or termination as is practicable under the circumstances; however, Customer understands that Mobile Citizen may not receive advance notice from the Provider of suspended or terminated Service.
 - iii. This Agreement will terminate, effective upon delivery of written notice by either party to the other party: (a) upon the institution of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) upon the making of an assignment for the benefit of creditors by the other party; (c) upon the dissolution of the other party; or (d) if any substantial part of such party's property becomes subject to any levy, seizure, assignment, application, or sale for or by a creditor or governmental agency, then the other party may terminate this Agreement upon sixty (60) days written notice (provided in case of clause (a) such termination will only be effective if such petition or proceeding is not dismissed within sixty (60) days after such written notice is provided).
 - iv. Where Mobile Citizen terminates a Subscription without cause more than one month prior to the expiration of a Subscription, Mobile Citizen will issue a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term. If such Subscription Fees were paid for by a fiscal sponsor, Mobile Citizen will refund such fees to the fiscal sponsor.
- c. **Effect of Termination.** Upon expiration or termination of a Subscription for any reason, all rights of access to and use of the Service under the Subscription shall automatically terminate and Customer will cause Permitted Users to immediately cease use of the Service.
6. **Confidentiality.** In connection with this Agreement, either party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain information regarding the business, products, or services of the Disclosing Party and its suppliers that the Disclosing Party designates as confidential or which a reasonable person would understand to be confidential or proprietary based on the nature of such information ("**Confidential Information**"). Without limitation, Confidential Information may include technical data, marketing materials, financial information, employee information, and business plans. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by the Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party, and in the case of Mobile Citizen only, its affiliated companies, who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Receiving Party's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing

Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement. The Receiving Party will certify in a writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section.

7. Representations and Warranties; Disclaimer.

- a. Customer represents and warrants that: (i) it is a non-profit or social welfare organization or educational institution and will only allow persons who are current Permitted Users access to Subscriptions; (ii) it is listed on <http://www2.guidestar.org> (or, if not listed, has otherwise been approved in writing by Mobile Citizen); (iii) it has requisite authority to enter into this Agreement; (iv) all information provided to Mobile Citizen will be accurate, complete and current; (v) it will not make or publish any representations, warranties or guarantees on behalf of Mobile Citizen Parties (defined below) or the Provider concerning the availability, performance or functionality of the Service other than as set forth in Section 4, above; and (vi) it will keep Mobile Citizen informed of any problems and resolutions with the Service.
- b. **Equipment Warranty & Replacement.** Mobile Citizen warrants that for a period of nine (9) calendar months from the date Mobile Citizen ships the Equipment (the "**Warranty Period**"), the Equipment will be free from defects in design, workmanship, construction and material (the "**Equipment Warranty**"). The foregoing Equipment Warranty is only valid to the Customer and its Permitted Users, and cannot be transferred or resold to another party. As the sole remedy for a violation of the Equipment Warranty, Mobile Citizen will, at its sole discretion, repair or replace the defective Equipment, or refund the purchase price of the Equipment. If such Equipment was paid for by a fiscal sponsor, such refund (if any) will be issued to the fiscal sponsor. The replacement Equipment can be refurbished, new, or a similar product, at Mobile Citizen's sole and absolute discretion. Replacement or refunds for defective Equipment are subject to Mobile Citizen's Return Merchandise Authorization (RMA) policies, which require the Customer to work with Mobile Citizen and Provider to troubleshoot potentially defective Equipment, and set forth requirements for returning defective Equipment. Mobile Citizen shall make its RMA policies available to Customer.

The limited Equipment Warranty does not cover, and is void with respect to Equipment that has undergone, any of the following: (i) abuse, accident, physical damage, abnormal operation, battery leakage, improper handling, neglect, unauthorized alteration, or improper storage; (ii) cosmetic damage; (iii) removal or alteration of warranty stickers or product serial numbers (the Equipment serial number must be legible for the Equipment Warranty to be valid); (iv) signal reception problems (unless caused by defects in material and workmanship); (v) damage from fire, flood, acts of God or other acts which are not the fault of Mobile Citizen and which the Equipment is not specified to tolerate, including damage caused by shipping; or (vi) any Equipment which has been repaired, modified, or altered by anyone other than Mobile Citizen.

In addition, in order to receive the benefits of the Equipment Warranty, (i) the applicable Equipment must be subject to an active Subscription (not currently cancelled or suspended for any reason), (ii) Provider must deem the Equipment defective, (iii) Provider must provide and generate an Interaction ID (which must then be supplied to Mobile Citizen before defective Equipment is shipped back to Mobile Citizen), and (iv) defective Equipment must be returned to Mobile Citizen within the Warranty Period and in the manner detailed in the applicable Mobile Citizen RMA policies.

- c. **Disclaimer of Warranties.** Mobile Citizen, ITS RELATED ENTITIES AND ITS SUPPLIERS, INCLUDING WITHOUT LIMITATION EBS SUPPORT SERVICES LLC AND ITS AFFILIATES (COLLECTIVELY, THE "**Mobile Citizen PARTIES**"), MAKE NO WARRANTIES UNDER THIS AGREEMENT AND HEREBY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE AND THE EQUIPMENT, INCLUDING WITHOUT

LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL USE OF THE SERVICE AND EQUIPMENT IS AT THE PERMITTED USER'S OWN RISK. THE SERVICE AND EQUIPMENT ARE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS EXCEPT AS EXPRESSLY PROVIDED HEREIN.

- 8. Support Services.** Except as expressly set forth in this Agreement, Mobile Citizen shall have no obligations with respect to the Service. Customer is responsible for handling all billing, payment, collection, disputes and administrative matters related to Permitted Users. Except for any basic Tier 1 technical support that Mobile Citizen may elect to provide, technical support requests will be routed to and are the responsibility of the Provider (collectively, the "**Support Services**"). Support Services are subject to Permitted Users' use of the Service and Equipment in accordance with this Agreement as well as, in the case of Equipment defects, the manufacturer's applicable warranty policy. Mobile Citizen or the Provider may need to access Equipment or related hardware or software in order to provide Support Services. Defective Equipment should be returned to the Provider as instructed by Mobile Citizen or the Provider. EACH MOBILE CITIZEN PARTY IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY OTHER MOBILE CITIZEN PARTY, THE PROVIDER OR THIRD PARTIES IN CONNECTION WITH SUPPORT SERVICES. Provider will only provide Support Services for Equipment purchased through Mobile Citizen, through the Provider or an authorized Provider dealer.
- 9. Service Modification and Discontinuation.** Mobile Citizen and the Provider reserve the right at any time to in any way modify, edit, suspend or discontinue the Service or the Support Services made available hereunder with or without notice. In the event of Service discontinuation or of Service changes causing a material adverse effect on the quality or availability of Service, the Customer may, as its and the Permitted Users' sole and exclusive remedy arising out of this Agreement, terminate the affected Subscriptions and the sole and exclusive liability of Mobile Citizen and the other Mobile Citizen Parties shall be to pay Customer a refund of Subscription Fees previously paid for full, for unused months remaining on the then-current Subscription Term. If such Subscription Fees were paid for by a fiscal sponsor, Mobile Citizen will refund such fees to the fiscal sponsor.
- 10. Changes to Terms.** Mobile Citizen reserves the right to make modifications to the terms of this Agreement to comply with applicable laws or to account for changes in Mobile Citizen's business, course of dealing with the Provider, or other factors. The Provider also reserves the right to change or update the Provider AUP and Provider T&C at any time. Mobile Citizen will make reasonable attempts to provide Customer with notice of all changes (to the extent the Provider has not already done so), which may include providing notice of the revised version of this Agreement on the Mobile Citizen website. Notwithstanding any other provision of this Agreement, providing notice of the revised version of this Agreement shall constitute sufficient notice. All such changes will be deemed effective and accepted by Customer and Permitted Users upon their continued use of the Service thereafter; provided, however, that if such modifications are not agreeable to Customer or to Permitted Users, Customer may elect instead (as its sole and exclusive remedy) to terminate the affected Subscriptions within 30 days of the change and receive a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term. If such Subscription Fees were paid for by a fiscal sponsor, Mobile Citizen will refund such fees to the fiscal sponsor.
- 11. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE Mobile Citizen PARTIES' CUMULATIVE LIABILITY TO CUSTOMER AND TO ANY PERMITTED USER OR THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY CUSTOMER AND/OR FISCAL SPONSOR TO Mobile Citizen IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE FIRST CLAIM AROSE. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE Mobile Citizen PARTIES WILL HAVE NO LIABILITY WITH REGARD TO ANY DEFECT OR FAILURE OF THE SERVICE, EQUIPMENT OR SUPPORT SERVICES, ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF CUSTOMER'S OR ANY PERMITTED USER'S DATA, ANY COST OF OBTAINING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. FURTHER, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, IN NO EVENT WILL THE Mobile Citizen PARTIES BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR THE EQUIPMENT, UNDER ANY THEORY, WHETHER CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Assignment.** Customer's rights under this Agreement may not be transferred, leased, assigned, or sublicensed, including without limitation to any successor in interest, without the prior written consent of Mobile Citizen. Any purported attempt to transfer, lease, assign or sublicense Customer's rights without the consent of Mobile Citizen will be void, and Mobile Citizen may immediately terminate this Agreement without liability. Notwithstanding the foregoing, all provisions of this Agreement shall be binding upon Customer's successors and permitted assigns.
13. **Governing Law.** Any question, controversy or dispute arising out of or related to this Agreement (a "Dispute") shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of laws principles. To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.
14. **Content and Security.** Any material downloaded or otherwise obtained through use of the Services is accessed at Customer's and Permitted Users' own discretion and risk. The Mobile Citizen Parties do not control and are not responsible for any third-party websites, content, services or products that Customer may access or encounter during use of the Service, and the Mobile Citizen Parties and the Provider each reserve the right to engage in reasonable network management to protect the overall integrity of the Provider's network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined primarily by resource consumption. The Provider's network management practices may entail the inspection and storage of network traffic, the provision of network traffic to third parties and/or the use of network traffic for non-network management purposes. For further information, please refer to the Provider AUP and Provider T&C, which form a part of this Agreement. The Mobile Citizen Parties and the Provider also have the right to take actions either of them deem reasonably necessary to protect any individual or entity, comply with applicable laws, regulations, or government requests, or to enforce the terms of the Agreement. Customer acknowledges that the Internet and wireless communications are not inherently secure means of data communication, the Mobile Citizen Parties shall have no liability for breaches of security beyond their reasonable control, including, without limitation, Customer's negligence with respect to controlling access to the Service or Customer's data. It is the sole responsibility of Customer to obtain and implement appropriate security devices, software, and other measures (including without limitation firewalls) to protect Customer's systems and data from theft, viruses, worms, Trojan horses, or other security threats, and the Mobile Citizen Parties have no responsibility or liability with regard thereto.
15. **Notices.** Except where the Agreement provides otherwise, all notices, required or permitted under this Agreement shall be delivered in writing in person or by courier, overnight delivery or by certified or registered mail (postage prepaid and return receipt requested) to the address set forth in the Customer Registration Form (in the case of the Customer) and in the case of Mobile Citizen delivered to: Mobile Citizen LLC, 825 Delaware Street, Ste. 500, Longmont, CO 80501. Notice hereunder will be effective upon certified delivery. Either party may change the notice address by Notice to the other party.
16. **General.** None of the Mobile Citizen Parties or Provider shall be responsible or liable in any manner under this Agreement for any failure in the Service or Mobile Citizen's performance of this Agreement to the extent that such failure is due to acts of God, failure of suppliers or other causes beyond its control or by reason of a change in the Service as provided in Section 10 above. Except as otherwise provided in Section 10, no amendment or modification of this Agreement shall be valid

unless made in writing and signed by duly authorized representatives of each party. If any part of this Agreement is found invalid (including without limitation any conflict with any applicable law or regulation) such invalidity will not affect the remaining portions of this Agreement, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This Agreement constitutes the complete agreement between Customer and Mobile Citizen with respect to the subject matter hereof and supersedes all proposals (oral or written), all previous negotiations, and all other communications, including without limitation communications on the website of any Mobile Citizen Party, except as set forth above.

Appendix A – Additional information regarding the Service

Mobile Citizen 30GB+ 4G LTE Plan

Sprint is providing Mobile Citizen's users with a 30GB+ 4G LTE data-only plan (with no throttling, suspension or overage charges after 30 GB).* The plan does not include off-network roaming and it is subject to any standard network management that Sprint may apply to commercial broadband data-only account users.