

TRUMOBILITY STANDARD TERMS AND CONDITIONS

1. GENERAL

1.1 Applicability. These terms and conditions (“Terms and Conditions”) are an integral part of the agreement (“Agreement”) between TruMobility, Inc. (“TruMobility”) and the customer (“Customer”) of the TruMobility products or services. Any TruMobility services or products provided by TruMobility to Customer shall be governed by these Terms and Conditions. By ordering, purchasing or using any services or products of TruMobility, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. They affect the legal rights between Customer and TruMobility by, among other things, (1) requiring MANDATORY ARBITRATION OF DISPUTES; (2) charging an EARLY TERMINATION and DISCONNECTION FEE; and (3) LIMITING TRUMOBILITY’S LIABILITY UNDER THE AGREEMENT. The Agreement with the Customer shall include the Terms and Conditions, any Product-specific Terms, any Orders hereunder and the TruMobility Phone Rental Agreement (each as defined herein).

1.2 Conflicts Provision. If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

1.3 Resale. Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other TruMobility-authorized end users as set forth in the Agreement. Customer may not resell or lease Products and Services under the Agreement.

1.4 Definitions

A. “Affiliate” is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.

B. “Domestic” means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Tariffs, Schedules, or Product-specific Terms.

C. “Effective Date” is the date of the Agreement which shall be deemed to be no later than the date of submission or confirmation by Customer of the Initial Order.

D. “Order(s)” means a written, electronic or verbal order, or purchase order, submitted or confirmed by Customer and accepted by TruMobility for a specific Product or Service pursuant to an initial Service Order Agreement (the “Initial Order”), including any addendum entered into between Customer and TruMobility thereunder (the SOA and any addendum(s) thereto collectively the “SOA”), which SOA identifies such specific Product(s) and Service(s), and the quantity ordered. Verbal Orders are deemed confirmed upon Customer’s written acknowledgment, or use, of such Products or Services.

E. “Product(s)” includes equipment, software, hardware, cabling or other materials sold or leased to Customer by or through TruMobility as a separate item from, or bundled with, a Service.

F. “Product-specific Terms” refers to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into the Agreement as of the Effective Date. Product-specific Terms are not otherwise subject to change during the term.

G. “Service(s)” means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, VOIP, and non-regulated professional services provided to Customer by or through TruMobility under the Agreement, excluding Products.

H. “Underlying Rights” means all underlying arrangements, licenses, authorizations, easements, leases, fee interests, franchise, reseller agreements, cable agreement, or other agreements that provide for the basis of the Products and Services provided by TruMobility to Customer.

I. “VOIP” means Voice Over Internet Protocol, a method of voice communications over internet connection.

2. TERM and EXTENSION.

2.1 “Term” refers to the period commencing as of the Effective Date and ending upon the latest date of termination or expiration of any Orders hereunder, including any extensions or renewals thereof. These Terms and Conditions will apply during the Term. “Order Term” refers to the period of time designated in an applicable SOA, commencing as of TruMobility’s date of acceptance of such SOA, including any extensions or renewals thereof. Each Order for any additional Service(s) or Product(s) after the Initial Order shall have the same Order Term as set forth in the Initial Order, unless stated otherwise therein, and such Order Term shall commence as of TruMobility’s date of acceptance of the SOA for such additional Service(s) or Product(s). The Order Term for an Order shall automatically renew for successive periods of the same duration as previously

designated for such Order unless Customer provides TruMobility with not less than ninety (90) days written notice prior to the end of the then current Order Term.

3. CHARGES

3.1 Orders

- A. **Rates.** During the Term, Customer will pay TruMobility the Monthly Fees plus any overage charges for each Product or Service as set forth in the applicable Order commencing as of the date such Product or Service is installed, if applicable, and made available.
- B. **Cancellation or Rejection.** TruMobility may reject or cancel an Order for any reason, including Customer's negative payment history with TruMobility, failure to meet TruMobility's ongoing credit approval, or limited availability of the Product or Service ordered. TruMobility will notify Customer of rejected or canceled Orders.

3.2 Rate Adjustments. TruMobility may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs TruMobility incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that TruMobility contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that TruMobility in good faith has treated as exempt, including but not limited to, information services, TruMobility will invoice Customer the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees, charges and surcharges imposed may vary. TruMobility may impose additional charges or surcharges to recover increased access costs imposed on TruMobility as a result of Customer's specific traffic patterns, network configuration or routing protocol.

3.3 Taxes

- A. **Taxes Not Included.** TruMobility's rates and charges for Products and Services as outlined in the applicable Order, do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, E911, transaction, or other local, state or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services.
- B. **Exclusions.** Customer will not be responsible for payment of: TruMobility's direct income taxes and employment taxes; and any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

4. BILLING AND PAYMENT

4.1 Invoicing

- A. **Commencement of Invoicing.** TruMobility may begin invoicing Customer in full for recurring charges on the later of (1) the date the Product or Service is installed, if applicable, and made available; or (2) the first day of the first bill cycle after the Effective Date. Non-recurring charges for each Product, and one (1) month's recurring charges for each Product or Service, will be due and payable upon TruMobility's acceptance of the Order for such Product or Service, and any such acceptance is conditioned upon payment thereof. Customer's initial invoice issued for each Product or Service thereafter will include the recurring charges for such Product or Service covering the prior month, or applicable part thereof, and such initial invoice and all subsequent invoices shall include the next month's recurring charges, payable in advance.
- B. **Timing.** In general, for recurring Services, TruMobility bills fixed Service charges in advance and usage-based charges in arrears.
- C. **TruMobility does not and will not provide paper invoicing.** An electronic invoice will be provided each month to an email address designated by customer.
- D. **If customer exceeds TruMobility bundled minutes, data amounts, or messages, Customer will pay overage charges as stated in the applicable Order.**

4.2 Payment Terms. TruMobility will invoice Customer, and Customer will pay TruMobility, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are upon receipt of invoice. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make such payment within 15 days of receiving TruMobility's written notice of nonpayment, TruMobility reserves the right to charge a late fee of one and one half percent (1.5%) per month or take other action to compel payment of past due amounts, including suspension or termination of Products and Services, unless prohibited by an applicable Tariff, state law or regulation. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without TruMobility's written consent. TruMobility's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's

payment obligations include late charges and third party collection costs incurred by TruMobility, including, but not limited to, reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.

4.3 Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within thirty (30) days of the due date, provides TruMobility with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with TruMobility to resolve promptly any disputed charge. If TruMobility determines, in good faith, that the disputed charge is valid, TruMobility will notify Customer and, within five (5) business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in the Agreement. If TruMobility determines, in good faith, that the disputed charge is invalid, TruMobility will credit Customer for the invalid charge.

4.4 Repayment of Credits or Waived Charges. If TruMobility terminates a Product, a Service or the Agreement due to Customer's material breach, or Customer terminates a Product, a Service or the Agreement before the end of any applicable Order Term or minimum service term (unless due to TruMobility's material breach), Customer will repay TruMobility a pro rata portion of any credits issued or charges waived for any applicable Product(s) and Service(s), based upon the number of months remaining in the applicable Order Term or minimum service term at the time of termination. This provision does not apply to service level credits issued for Service outages.

4.5 CREDIT APPROVAL. TruMobility's provision of Products and Services is subject to TruMobility's credit approval of Customer. Additionally, if during the Term, Customer's financial circumstance or payment history becomes reasonably unacceptable to TruMobility, then TruMobility may require adequate assurance of future payment as a condition of continuing Service. TruMobility may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

5. WARRANTIES.

5.1 EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." TRUMOBILITY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. TRUMOBILITY DOES NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES. CUSTOMER SHALL SEEK ANY PRODUCT REPAIR OR WARRANTY FROM THE ORIGINAL EQUIPMENT MANUFACTURER PURSUANT TO THE TERMS OF SUCH WARRANTY PROVIDED WITH THE GIVEN PRODUCT, IF ANY.

6. EQUIPMENT AND SOFTWARE

6.1 Third-Party Equipment or Software. Customer is responsible for any items not provided by TruMobility (including, but not limited to, equipment or software) that impair Product or Service quality. Upon notice from TruMobility of impairment, Customer promptly will cure the problem. Customer will continue to pay TruMobility for Products and Services during such impairment or related suspension. If the impairment interferes with the use of TruMobility's network by TruMobility or third parties, TruMobility, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although TruMobility will provide advance notice where practical. TruMobility is not liable if a commercially reasonable change in Products or Services causes' equipment or software not provided by TruMobility to become obsolete, require alteration, or perform at lower levels.

6.2 Software License

- A. Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. TruMobility may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.
- B. Prohibitions.** Customer is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer agrees not to reverse engineer, decompile, modify or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, TruMobility or its suppliers retain title and property rights to TruMobility-provided software. Upon termination or expiration of the Agreement or the applicable Product or Service, any applicable software license will terminate, and Customer will surrender and immediately return the TruMobility-provided software to TruMobility; provided that Customer is not required to return the software embedded in Products sold to Customer under the Agreement.

6.3 Equipment. To provide Product and Services TruMobility must install wireless network equipment at Customer service address(es); this equipment remains TruMobility's sole property at all times. Customer agrees to comply with all instructions and requirements regarding the use and/or care of equipment and to take reasonable measures to protect equipment at all times. Customer will provide a secure, air-conditioned space to house the equipment and sufficient electricity (with certified earth ground) to operate the equipment. Customer agrees to pay TruMobility the replacement value of any lost, stolen, damaged or unreturned equipment. TruMobility will replace any equipment that does not perform as specified, at no charge, unless it's determined, in our sole discretion, that Customer is directly or indirectly responsible for the equipment failure. Services do not include the installation or maintenance of any inside wiring at services address aside from that which is necessary to power and service equipment; the installation maintenance of the inside wiring to telecommunications and computer network is Customers sole responsibility.

6.4 Mobile Devices. Customer's ordered Product and Services may include purchase of mobile phones or laptop cards ("Mobile Devices"). Customer's purchase also may include related software and other products that work in conjunction with Mobile Devices ("Mobile Related Products"). Mobile Devices and Mobile Related Products may be covered under a limited warranty of their manufacturer that TruMobility will extend to Customer without charge to the extent TruMobility can do so under our agreements with those manufacturers. If and when available, Customer may also elect to purchase an insurance plan, if available, at an additional cost. In TruMobility's sole discretion, we may change or modify Customer Mobile Devices remotely and without notice to Customer, including changing or modifications to any software or programming. Among other things, this may affect or delete any date or information stored on the Mobile Device. TruMobility is not responsible for any monetary loss or adverse effects of such changes or modifications.

If any Mobile Device is stolen or misplaced, Customer must report the incident to TruMobility immediately. Failure to report the theft of Mobile Device may result in Customer being liable for all charges and calls placed using the Mobile Device from the time the Mobile Device was stolen or misplaced until we are able to suspend services.

7. USE OF NAME, SERVICE MARKS, TRADEMARKS.

7.1 Neither party will use the name, service marks or trademarks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to Customer's written consent with respect to each use, TruMobility may use the Customer's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by TruMobility.

8. CUSTOMER RESPONSIBILITIES

8.1 Installation. Customer will reasonably cooperate with TruMobility or TruMobility's agents to enable TruMobility or its agents to install Products and Services. Customer is responsible for damage to TruMobility-owned Products, Services or Equipment located on the Customer premises, excluding reasonable wear and tear or damage caused by TruMobility.

8.2 Use of Products and Services

- A. Acceptable Use Policy.** If Customer purchases Products or Services, Customer must conform to the acceptable use policy as outlined in Section 14.
- B. Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with TruMobility's or another's use of the TruMobility network. Customer will cooperate promptly with TruMobility to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- C. Resale.** Customer may not resell or lease wireless Products and Services. Customer may not resell wireline Products and Services unless specifically set forth in a separate TruMobility wholesale agreement.
- D. Traffic Pumping/Access Stimulation.** If Customer's traffic patterns, routing protocols or network configuration generate access costs to TruMobility that meet or exceed the revenues received from Customer, TruMobility reserves the right, upon notice to Customer, to immediately suspend or terminate Services to Customer and Customer will be liable for charges incurred prior to termination, including any adjusted access charges.

8.3 Property Access and Rights. In the event TruMobility installs any Products, Service or other equipment in the premises occupied by Customer, Customer warrants that it has any and all landowner, lender or other required party permission and authority necessary for TruMobility to install such Products, Services or equipment.

9. CONFIDENTIAL INFORMATION

9.1 Definitions

Confidential Information. Means nonpublic information (i) about the Discloser’s business, (ii) given to the Recipient in any tangible or intangible form for Recipient’s use in connection with the Agreement, and (iii) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations and proposals.

“**Discloser**” means the party disclosing Confidential Information, and “**Recipient**” means the party receiving Confidential Information.

9.2 Nondisclosure. Neither party will disclose the other party’s Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until 2 years after the Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser’s rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) an Affiliate Enrollment Form or (b) a non-disclosure agreement reasonably acceptable to TruMobility and Customer. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other TruMobility services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

9.3 Injunction. The parties acknowledge that the Recipient’s unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under the Agreement will not raise the defense of an adequate remedy at law.

9.4 Customer Proprietary Network Information. As TruMobility provides Products and Services to Customer, TruMobility develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer’s bill (“Customer Proprietary Network Information” or “CPNI”). Under federal law, Customer has a right, and TruMobility has a duty, to protect the confidentiality of CPNI. For example, TruMobility implements safeguards that are designed to protect Customer’s CPNI, including using authentication procedures when Customer contacts TruMobility. For some business accounts with a dedicated TruMobility representative, TruMobility may replace standard authentication measures with a pre-established point of contact for Customer.

9.5 Privacy. TruMobility’s privacy policy, as may be amended, is available at www.TruMobility.com/legal-2. The privacy policy includes information about TruMobility’s customer information practices and applies to the provisioning of the Products and Services.

10. LIMITATIONS OF LIABILITY

10.1 Direct Damages. Each party’s maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party’s negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 6 month period, an amount equal to Customer’s total net payments for the affected Products or Services purchased in the six months prior to the event giving rise to the claim. The parties’ indemnification obligations under the Agreement are excluded from this provision.

10.2 Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

10.3 Unauthorized Access/Hacking. TruMobility is not responsible for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across TruMobility network transmission facilities or Customer premise equipment.

10.4 Content. TruMobility is not responsible or liable for the content of any information transmitted, accessed or received by Customer through TruMobility's provision of the Products and Services, excluding content originating from TruMobility.

11. INDEMNIFICATION

11.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising directly from the performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

11.2 Customer Indemnification. Customer will indemnify and defend TruMobility, TruMobility's directors, officers, employees, agents and their successors, against all third-party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:

- A. Customer's failure to obtain permits, licenses, or consents that Customer is required to obtain to enable TruMobility to provide the Products or Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to TruMobility's general qualification to conduct business;
- B. Customer's transmission of, or transmissions by those authorized by Customer to use the Services of, information, data or messages over the TruMobility network, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by TruMobility; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
- C. Customer's breach of the licensing requirements in the Software License section;
- D. Customer's failure to comply with any provision of the Use of Products and Services section; or
- E. TruMobility's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

11.3 TruMobility Indemnification. TruMobility will indemnify and defend Customer, Customer's directors, officers, employees, agents and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. TruMobility's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided or requested by Customer, or (ii) Customer's continued use of infringing Services after TruMobility provides reasonable notice to Customer of the infringement. For any third party claim that TruMobility receives, or to minimize the potential for a claim, TruMobility may, at its option and expense, either:

- A. procure the right for Customer to continue using the Services;
- B. replace or modify the Services with comparable Services; or
- C. terminate the Services.

11.4 Rights of Indemnified Party. To be indemnified, the party seeking indemnification must (i) give the other party timely written notice of the claim (unless the other party already has notice of the claim), (ii) give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement, and (iii) not, by any act, admission or acknowledgment, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.

11.5 Exclusive Remedies. The provisions of this Indemnification section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to any of the claims identified in this section.

12. TERMINATION AND EARLY TERMINATION FEES (ETF)

12.1 TruMobility Right to Suspend or Terminate

- A. TruMobility may suspend or terminate Products or Services or the Agreement immediately if:
- (1) Customer fails to cure its default of the payment terms of the Agreement;
 - (2) Customer fails to cure any other material breach of the Agreement within 30 days after receiving TruMobility's written notice;
 - (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Products or Services;
 - (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents TruMobility's performance under the Agreement;
 - (5) Customer fails to comply with the resell restrictions contained in Section 1.4 "Resale"; or
 - (6) Excessive "Roaming" pursuant to section 14.6.
- B. If TruMobility terminates the Agreement under this TruMobility Right to Suspend or Terminate section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable Early Termination Fees.

12.2 Customer Right to Terminate

Material Failure. Customer may terminate a Product or Service without early termination liability upon TruMobility's receipt of Customer's written notice to terminate after the cure period if:

- A. TruMobility materially fails to provide the Product or Service,
- B. Customer provides TruMobility with written notice of the failure and a reasonable opportunity to cure within 60 days from receipt of notice,
- C. TruMobility fails to cure the material failure within the 60-day cure period,
- D. Customer provides TruMobility with written notice of TruMobility's failure to cure and Customer's election to terminate the affected Product or Service, and
- E. TruMobility's material failure does not include a failure caused by Customer or a Force Majeure Event.

12.3 Early Termination Fees

Except for termination of an Order as allowed pursuant to Section 12.2 above, Customer may terminate an Order before the end of the applicable Order Term by providing written notice to TruMobility, which notice shall be effective upon receipt and termination shall be conditioned upon payment of an Early Termination Fee (ETF) of (a) all outstanding non-recurring fees as set forth in the SOA plus (b) 100% of the Monthly Fees for each month remaining in the Order Term, including, without limitation, the Initial Order and any applicable extensions or renewals thereof.

13. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees. A Force Majeure Event is not a cause for any delay in payment required pursuant to this Agreement.

14. SERVICE LIMITATIONS

14.1 Messaging (text, picture and video). Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Unused monthly plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, will result in additional charges. International messaging rates may vary. There is no guarantee that messages will be received, and we are not responsible for lost or misdirected messages. Most text messages are limited to 160 characters. Messages may incur an additional data charge.

14.2 GPS Services. Environment may limit GPS location information. Requires Customers authorization for TruMobility to share location and other needed enabling information with third parties. It is the responsibility of the Customer to notify device users that location can be identified while using GPS applications.

14.3 E-Mail. Wireless access to corporate/employee email may require additional server or server access, licenses, or additional requirements which incur additional charges.

14.4 Data. Services are not available with all TruMobility handsets. Usage is calculated on a per kilobyte basis and is rounded up to the next whole kilobyte. Rounding occurs at the end of each session or each clock hour and, at which time we deduct accumulated usage from your plan or assess overage or casual usage charges. Customer is responsible for all data

activity from and to the Mobile Device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. Invoice will not separately identify the number of kilobytes attributable to use of specific sites, sessions or services used. Premium content (games, ringtones, songs, etc.) priced separately. Products and Services are not available for use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. TruMobility reserves the right to deny or terminate service without notice for any misuse or any use that adversely affects network performance. Availability of downloadable or streaming content is subject to change, including but not limited to television channels and radio stations. If user is not subscribed to a data included plan or add-on, pay-as-you go charges are incurred when using data applications and services.

14.5 Data Usage Limitation (Mobile Broadband Cards, USB Modems, Imbedded Modems and Phone-As-Modem). The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). TruMobility reserves the right to limit throughput speeds or amount of data transferred; and to deny, terminate, modify, disconnect or suspend service if usage exceeds standard commercial data usage criteria as defined by TruMobility.

14.6 Roaming The term "roaming" typically refers to coverage on another carrier's network that we may make available to you based on our agreements with other carriers. These agreements may change from time to time, and roaming coverage is subject to change without notice. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up and the availability of roaming coverage. We make no guaranty that roaming coverage will be available. Roaming coverage may exist both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, separate charges or limits on the number of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (for example, data Services, voicemail, call waiting, Nationwide Mobile Integration, etc.). TruMobility may, at its sole discretion, terminate or suspend a device(s) due to excessive "Roaming", pursuant to section 12 in this agreement.

14.7 Fair Usage Policy "Unlimited Use" across TruMobility's Wireline and Wireless Services is designed for "fair and normal" business usage. Any customers outside of "Fair and Normal" usage will be notified and charged market rates for overages. Fair and Normal Usage outlined below:

- A) Not to exceed 1,000 outbound Wireline minutes per TruVoice or TruSIP line per month
- B) Not to exceed 1,000 Wireless Voice Minutes per device per month
- C) Not to exceed 1,500 Wireless Text Messages per device per month

15. **911 & SERVICE LIMITATIONS.** The Federal Communications Commission ("FCC require that TRUMOBILITY provide E911 service ("E911 Service") to all Customers who use the Services within the United States.

15.1. 911 ACKNOWLEDGEMENT. CUSTOMER ACKNOWLEDGES THAT TRUMOBILITY'S EQUIPMENT AND SERVICES DO NOT SUPPORT 911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS IN THE SAME WAY THAT TRADITIONAL WIRELINE 911 SERVICES WORK. THE DIFFERENCES ARE DETAILED IN THIS SECTION 15 AND CUSTOMER AGREES TO NOTIFY ANY POTENTIAL USER OR AGENT OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S SERVICES, OF THE 911 LIMITATIONS DESCRIBED HEREIN. CUSTOMER AGREES TO RESPOND AND AFFIRMATIVELY ACKNOWLEDGE THAT TRUMOBILITY HAS ADVISED CUSTOMER OF THE CIRCUMSTANCES UNDER WHICH TRUMOBILITY E911 SERVICE MAY NOT BE AVAILABLE OR MAY BE LIMITED IN COMPARISON TO TRADITIONAL 911 EMERGENCY DIALING. TRUMOBILITY ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

15.2. ELECTRICAL POWER. CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER.

15.3. INTERNET ACCESS. CUSTOMER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OR SIGNIFICANT DEGRADATION OF CUSTOMER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE.

15.4. NON-VOICE SYSTEMS. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT SET UP TO FUNCTION WITH TEXT MESSAGES OR OUTDIALING SYSTEMS INCLUDING HOME SECURITY SYSTEMS, MEDICAL MONITORING EQUIPMENT, TTY EQUIPMENT, AND ENTERTAINMENT OR SATELLITE TELEVISION SYSTEMS. TRUMOBILITY WILL NOT BE LIABLE FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY THE SERVICES.

15.5. E911 SERVICE. TRUMOBILITY E911 SERVICE IS A MANDATORY COMPONENT OF ALL INBOUND/OUTBOUND TRADITIONAL FAX AND VOICE SERVICE PLANS. E911 SERVICE IS NOT OFFERED ON VIRTUAL NUMBERS, TOLL-FREE NUMBERS OR SIMILAR SERVICE ACCESSORIES OR ADD-ON SERVICE

PLANS. E911 SERVICE IS ONLY AVAILABLE IN SELECTED AREAS. IF CUSTOMER SUBSCRIBES TO TRUMOBILITY E911 SERVICE, CUSTOMER WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF CUSTOMER'S EQUIPMENT (PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER ("DTA") OR VIDEOPHONE) WITH TRUMOBILITY, EITHER ON THE TRUMOBILITY.COM WEBSITE OR BY CALLING TRUMOBILITY CUSTOMER SERVICE. CUSTOMER AGREES TO CONTACT TRUMOBILITY CUSTOMER SERVICE TO UPDATE THE RELEVANT LOCATION INFORMATION WHENEVER THE PHYSICAL LOCATION OF SERVICE OR EQUIPMENT CHANGES. IF CUSTOMER SUBSCRIBES TO TRUMOBILITY MOBILE APPLICATIONS, CUSTOMER ACKNOWLEDGES THE PHYSICAL LOCATION REGISTERED FOR CUSTOMER'S EQUIPMENT (PHONE, SOFTPHONE, DTA OR VIDEOPHONE) WILL BE THE PHYSICAL LOCATION REGISTERED FOR THE MOBILE APPLICATION ASSOCIATED TO THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT TRUMOBILITY'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE PHYSICAL LOCATION CURRENTLY REGISTERED FOR THE ACCOUNT. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY TRUMOBILITY WILL BE BASED UPON THE PHYSICAL LOCATION PROVIDED TO TRUMOBILITY BY CUSTOMER. IN THE EVENT THAT THE PHYSICAL LOCATION HAS NOT BEEN UPDATED OR IS NOT COMPLETE, TRUMOBILITY MAY ATTEMPT TO ROUTE A 911 CALL BASED UPON THE BILL-TO OR SHIP-TO ADDRESSES ASSOCIATED WITH CUSTOMER'S ACCOUNT OR INITIAL ORDER.

15.6. E911 SERVICE FEE. CUSTOMERS THAT ARE REQUIRED TO SUBSCRIBE TO TRUMOBILITY E911 SERVICE WILL BE SUBJECT TO A MONTHLY E911 SERVICE FEE (IN ADDITION TO ANY APPLICABLE STATE 911 TAX BASED ON CUSTOMER'S SERVICE ADDRESS). THE MONTHLY E911 SERVICE FEE SHALL BE IN ADDITION TO THE APPLICABLE SERVICE FEES FOR THE ASSOCIATED LINE. THE MONTHLY CHARGE FOR TRUMOBILITY E911 SERVICE IS ASSESSED ON A "PER-LINE" (THAT IS, PER PHONE NUMBER BASIS), AND WILL BE SET AT A LEVEL THAT REIMBURSES TRUMOBILITY FOR THE DIRECT COSTS IT INCURS IN PROVIDING TRUMOBILITY E911 SERVICE, INCLUDING EXPENSES TRUMOBILITY INCURS, EITHER DIRECTLY OR INDIRECTLY, IN THE FORM OF STATE, COUNTY OR MUNICIPAL E911 SURCHARGES, E911 AUTOMATIC LOCATION INFORMATION (ALI) DATABASE STORAGE, LINE INFORMATION DATABASE AND CALLER ID (LIDB/CNAM) EXPENSES, AND ANY OTHER TAXES OR SURCHARGES DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO CUSTOMERS SUBSCRIBING TO THE SERVICES. TRUMOBILITY RESERVES THE RIGHT TO ADJUST THE LEVEL OF CHARGES ASSOCIATED WITH THE PROVISION OF E911 SERVICES TO REFLECT INCREASES OR DECREASES IN THE COSTS IT INCURS. (SEE SECTION 20 REGARDING CHANGES TO THE AGREEMENT, SERVICES OR SERVICE PLAN.)

15.7. E911 CHARACTERISTICS. CUSTOMER ACKNOWLEDGES THAT TRUMOBILITY E911 SERVICE HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE. THESE CHARACTERISTICS MAY MAKE TRUMOBILITY E911 SERVICES UNSUITABLE FOR SOME CUSTOMERS. CUSTOMER SHOULD CAREFULLY EVALUATE CUSTOMER'S OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON TRUMOBILITY E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO EMERGENCY CALLING SERVICES (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS). IN ADDITION TO THE LIMITATIONS SET FORTH IN SECTIONS 15.1 to 15.6 OF THIS AGREEMENT, THE FOLLOWING CHARACTERISTICS DISTINGUISH TRUMOBILITY E911 SERVICE FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED 911 SERVICE:

** TRUMOBILITY E911 SERVICE WILL NOT FUNCTION IF CUSTOMER'S EQUIPMENT (DTA, PHONE OR VIDEOPHONE) FAILS OR IS NOT CONFIGURED CORRECTLY OR IF CUSTOMER'S TRUMOBILITY SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, ELECTRICAL POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION OF SERVICE BECAUSE OF BILLING OR OTHER ISSUES. IF THERE IS A POWER OUTAGE, CUSTOMER MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE BEING ABLE TO USE THE TRUMOBILITY SERVICE, INCLUDING FOR E911 PURPOSES.

** AFTER INITIAL ACTIVATION OF THE E911 SERVICE AND FOLLOWING ANY CHANGE OF AND UPDATE TO CUSTOMER'S PHYSICAL LOCATION, THERE MAY BE SOME DELAY BEFORE THE AUTOMATIC NUMBER AND LOCATION INFORMATION IS PASSED TO THE LOCAL EMERGENCY SERVICE OPERATOR. THIS INFORMATION IS TYPICALLY POPULATED INTO TRUMOBILITY'S NOMADIC E911 DATABASES PRIOR TO SERVICE ACTIVATION, BUT NO GUARANTEE CAN BE MADE THAT THE AUTOMATIC NUMBER AND

LOCATION INFORMATION WILL BE ACTIVATED WITHIN THIS SCHEDULE.** THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING TRUMOBILITY E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE TRUMOBILITY E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE TRUMOBILITY NETWORK, THERE IS A POSSIBILITY THAT A TRUMOBILITY 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL, LEGACY, CIRCUIT-SWITCHED TELEPHONE NETWORKS.** IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL LOCATION OF THE TRUMOBILITY EQUIPMENT AT THE TIME OF ACTIVATION OF THE SERVICE OR WHEN UPDATING THAT INFORMATION WITH TRUMOBILITY CUSTOMER SERVICE, E911 COMMUNICATIONS MAY NOT BE DIRECTED TO THE CORRECT LOCAL EMERGENCY OPERATOR

15.8. E911 LIMITATION OF LIABILITY AND INDEMNITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRUMOBILITY WILL HAVE NO LIABILITY WHATSOEVER IN THE EVENT THAT CUSTOMER OR ANY OTHER CALLER FROM CUSTOMER'S EQUIPMENT IS UNABLE TO PLACE, OR COMPLETE, A CALL TO 911 OR E911 SERVICES, OR IN THE EVENT THAT EMERGENCY RESPONDERS DO NOT RESPOND, OR DO NOT RESPOND TO THE LOCATION AT WHICH THE EQUIPMENT, CUSTOMER, OR CALLER IS PHYSICALLY PRESENT OR REQUIRE SUCH SERVICES. UNDER NO CIRCUMSTANCES WHATSOEVER WILL TRUMOBILITY HAVE ANY LIABILITY ASSOCIATED WITH 911 OR E911 SERVICES, INCLUDING, AND WITHOUT LIMITATION, IN THE EVENT OF: A) LOSS OF ELECTRICAL POWER; B) LOSS OF INTERNET CONNECTIVITY; C) DEFECTIVE OR MISCONFIGURED CUSTOMER PREMISES EQUIPMENT; D) NETWORK CONGESTION; E) DELAYS ASSOCIATED WITH UPDATING REGISTERED SERVICE LOCATION; F) RESTRICTIONS CREATED BY NON-VOICE EQUIPMENT; G) RELOCATED EQUIPMENT, INCLUDING OUTSIDE OF THE UNITED STATES OR CANADA; H) THE SIMULTANEOUS USE OF ONE LINE WITH MULTIPLE PIECES OF EQUIPMENT; I) FAILURE OF EMERGENCY RESPONSE CENTERS TO ANSWER A 911 CALL; J) FAILURES OF ANY THIRD PARTIES THAT ARE RESPONSIBLE FOR ROUTING 911 CALLS; K) THE USE OF NON-NATIVE TELEPHONE NUMBERS; or L) ANY FORCE MAJEURE EVENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TRUMOBILITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THE SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE RELATED TO 911 DIALING. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF TRUMOBILITY'S LIABILITY IS A MATERIAL TERM TO THIS AGREEMENT, AND THAT IT WOULD NOT OTHERWISE ENTER INTO THIS AGREEMENT WITHOUT THIS LIMITATION, AND THAT CUSTOMER AGREES THAT THESE LIMITATIONS ARE REASONABLE.

16. ELECTRONIC RECORDING.

Customer acknowledges and understands that there are federal and state statutes governing the electronic recording of telephone conversations and that TruMobility will not be liable for any illegal use of the service. Because Customer circumstances vary widely, Customers agrees to carefully review its own circumstances when deciding whether to use the recording features of the service and it is Customer's responsibility to determine if the electronic recordings are legal under applicable federal and state laws. When using electronic recording features, Customer agrees to use one of the TruMobility recommended call recording notices, although such use does not relieve Customer from the obligation to comply with applicable laws. TruMobility is not responsible for any misinterpretation, lack of understanding or lack of knowledge regarding the use of electronic recordings or the use of its products by Customer, whether legal or illegal, and Customer will indemnify and hold TruMobility harmless for any claims, damages, fines, or penalties arising out of Customer's failure to adhere to applicable electronic recording laws.

17. MISCELLANEOUS

17.1 Compliance with Law. Each party agrees that it will comply with all applicable laws in performance of its obligations under the Agreement.

17.2 Independent Contractor. TruMobility provides Products and Services to Customer as an independent contractor. The Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business between the parties, their agents, employees or Affiliates.

17.3 No Waiver of Rights. The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.

17.4 No Third Party Beneficiaries. The Agreement's benefits do not extend to any third party.

17.5 Governing Law. The Agreement will be governed by the laws of the state of Florida, without regard to its choice of law principles.

17.6 Dispute Resolution

A. Jury Trial Waiver. The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to the Agreement or an Order. This subsection survives the termination of the Agreement.

B. Arbitration. If the parties mutually agree, any dispute arising out of or relating to the Agreement may be finally settled by arbitration, including claims relating to the negotiations and the inducement to enter into the Agreement. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in Vero Beach, FL, metropolitan area. No arbitration proceeding will include class action arbitration.

C. Attorneys' Fees and Costs. The prevailing party in any litigation and/or arbitration arising from or related to this Agreement shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in the litigation and/or arbitration.

D. Venue. The venue for any litigation arising from or related to this Agreement shall be exclusively within the appropriate county or circuit court for the Nineteenth Judicial Circuit in and for Indian River County, Florida.

17.7 Assignment. Customer may not assign any rights or obligations under the Agreement or any Order without TruMobility's prior written consent, except that Customer may assign the Agreement, after 30 days' prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets.

17.8 Amendments/Alterations. The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by both parties.

17.9 Notice. Notices required under the Agreement must be submitted in writing to the party's address for notice listed in the Agreement or an Order and, in the case of a dispute, notices also must be sent to:

17.10 Severability. If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.

17.11 Survivability. The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

17.12 Underlying Right Limitation. Customer understands and agrees that TruMobility's ability to provide Customer the Products and Services contemplated under this Agreement are at all times subject to, and limited by, TruMobility's rights and obligations under any and all agreements providing Underlying Rights and applicable laws, rules, ordinances, codes, and regulations. By virtue of this Agreement, Customer shall only have the right to use the Products and Services expressly granted herein, and, in no event shall such use be construed to be greater than TruMobility's right to use such Products and Services pursuant to the Underlying Rights. Customer's rights under this Agreement are expressly limited by any applicable restrictions set forth in the Underlying Rights. TruMobility shall not be liable for any acts or omissions by TruMobility, its employees or affiliates that interfere with or otherwise affect Customer's use of the Products and Services to the extent such acts or omissions are required by the Underlying Rights.

17.13 Entire Agreement. The Agreement, including the Terms and Conditions, any Product-specific Terms, the TruMobility Phone Rental Agreement, SOA and all attachments, documents, Schedules, Tariffs, exhibits, and related Orders referenced herein or therein, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.