

## VTX IOT TERMS OF SERVICE

VTX IOT is a SIM-based mobile data service that provides Customer wireless connectivity to the internet and/or private networks at 4G/LTE speeds and is delivered through an Underlying Carrier of Customer's choice. Customer may choose their data speeds as well as data allocations from a menu of options provided in the VTX IOT Service Plan Offering. Device and equipment are sold separately. Customer may opt to use their own device or equipment provided (a) the Device or Equipment complies with standards set by the Underlying Carrier, (b) the Device or Equipment has been authorized by VTX for use with the Service, and (c) Customer provides VTX administrative or collaborative rights to the device at all times for management and monitoring purposes. VTX may, at any time and without any liability to Customer, disable, suspend or disconnect the Service if any of the aforementioned conditions are not met.

VTX may interrupt the Services, at any time and for any period of time, without any liability to Customer, when Customer fails to comply with any of its obligations under this SOA, or where necessary to prevent the improper or unlawful use of the Network.

VTX is not responsible for notifying Customer of fraudulent usage or conducting fraud detection, investigation, or prevention activities in connection with Customer's use of the Service. Customer is fully responsible for and will pay VTX all charges for and losses associated with fraudulent usage by Customer, or any other Person using SIMs provided to the Customer, whether such Person has been authorized by Customer or not.

Service may be restricted or cancelled if there is a reasonable suspicion of abuse or fraudulent usage or for the of device in violation of Carrier policy or any applicable law. Customer agrees to make good faith efforts to prohibit any such devices, abuse or fraudulent usage, to promptly report to VTX any such abuse or fraudulent usage of which Customer becomes aware, and to cooperate in any investigation or prosecution initiated by VTX or any legal authority

Customer shall not engage, and shall not allow any of its End Users to engage in the following activities that constitute a fraudulent usage:

- a) Use the Service for Machine to Machine based remote monitoring to provide life-sustaining medical care for any individual, including without limitation, use of the Service in health care and assisted living environments.
- b) Attempt or assist another to access, alter or interfere with the communications and/or information of other data End Users
- c) Rearrange, tamper or make an unauthorized connection with any Network of VTX;
- d) Use or assist others in the use of any unethical or fraudulent scheme, or by or through any other unethical or fraudulent means or devices whatsoever, with intent to avoid payment of, in whole or in part, any charges for Service;
- e) Use the Service in such a manner so as to interfere unreasonably with the use of the Service by one or more End Users or in a manner that violates the Acceptable Use Policy;
- f) Use the Service to convey information deemed to be obscene, salacious or prurient, or to convey information of a nature or in such a manner that renders such conveyance unlawful;
- g) Use the Service without permission on a stolen or lost device;
- h) Install any amplifiers, enhancers, repeaters or other devices that modify or otherwise affect the radio frequencies used to provide the Service;
- i) Use the Service for monitoring of third parties without their permission, except in the case of prisoner and parolee monitoring.

Customer, and through Customer, Customers' End Users, are acquiring Services from VTX for the purposes of supplying these Services as a part of a complete wireless solution. Customer and its End Users have no contractual relationship with the Carrier and Customer and/or End User is not a third-party beneficiary of any agreement between VTX and the Carrier. Customer and its End Users understand and agree that the Carrier will have no legal, equitable or other liability of any kind to Customer or End Users.

VTX is not responsible for the selection, supply, installation, operation, or maintenance of any Devices or other equipment or software owned or licensed by the Customer and/or its End Users and used in connection with the Services. Customer is responsible for the security of Customer and or End User authorization codes, passwords and similar means of access to End User equipment and telecommunications systems.



VTX, reserves the right, with no liability whatsoever, to implement changes and take the following measures, based on Underlying Carrier demands. Every effort will be made to make such changes with prior notice to Customer.

- a) Temporarily reducing data speed for a subset of End Users, who use a disproportionate amount of bandwidth.
- b) Reduce End User's data speed for the remainder of a billing cycle.
- c) Suspend, terminate, or restrict such End User's data session, Service Plan, or Service (including voice and text) if such End User uses its Service Plan in a manner that interferes with other End Users' service, VTX's ability to allocate network capacity among End Users, or that otherwise may degrade Service quality for other End Users.

#### **LIMITED WARRANTY; LIMITATION OF LIABILITY**

VTX warrants that it will provide the Services in a professional manner, in keeping with industry standards applicable to the Services, and the Services will conform to the specifications set out in the applicable Service Addendum and Additional Terms and Conditions, if any.

Other than as expressly set out in the SOA, VTX makes no representation, covenant, or warranty, either express or implied, written or oral, arising by operation of statute, law, usage of trade, course of dealing or otherwise with respect to the Services, Network, or other products or services provided hereunder or in connection herewith, including without limitation, implied warranties of merchantability, merchantable quality, satisfactory quality, fitness for a particular purpose, title or non-infringement. Without limiting the generality of the foregoing, VTX makes no representations, warranties, covenants or guarantees relating to:

- a. network transmission capacity;
- b. the reliability of coverage or connectivity
- c. whether data will be transmitted in an uncorrupted form;
- d. the security of any transaction, communication, facility or service;
- e. the fault tolerance of the Services or the suitability of same for high risk activities;
- f. the compatibility of the Services or the facilities (including SIMs/Devices and associated firmware and software) with Customer's use, including Customer's content, data, programs or transmissions; or
- g. devices and telephone numbers, or other third party supplied components. Any warranty relating to Devices shall be that of the manufacturer or supplier of such items to Customer and/or End User.

Customer is responsible for ensuring that Customer and End User access to the Services and Network within the applicable jurisdiction in which End Users are operating is in compliance with applicable laws, regulations ordinances and the like and VTX makes no representations or warranties with respect thereto.

VTX obligations under this SOA do not extend to any maintenance, repair, rearrangement, alteration, modification or adjustment which becomes necessary due to, resulting from or in any way related to, damage, misuse or failure on Customer and/or End User's part. In addition, in the event of the interruption, failure or breakdown of the Services or Network, or the loss or spoiling of Customer's programs or data, VTX makes no warranty that any of them will be restored. Customer, End User and Affiliates assume full responsibility for backing up its own files and preserving its own data.

IN NO EVENT WILL VTX BE LIABLE TO CUSTOMER, ITS AFFILIATES OR END USERS, FOR ANY AMOUNTS REPRESENTING THEIR LOSS OF PROFITS; LOSS OF BUSINESS; INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES (EVEN IF PREVIOUSLY APPRISED OF THE POSSIBILITY THEREOF) ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS MSA OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH OR RELATED TO THE USE OF ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER, WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTES, OR ANY OTHER LEGAL THEORY.

Coverage locator maps depict predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service.

Customer and its End User acknowledge that the Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, or other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of a transmission network. Customer and End User agree that VTX and the Carrier will not be responsible for such interruptions of the Service or the inability to use the Service within or outside the Territory. Customer and End User understand that VTX and the Carrier and any other wireless service carriers cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Service.