

Rincon Wireless Terms of Services

This Terms of Services (“Service Agreement” or “Terms”), consisting of these terms and conditions and all other documents referenced herein by and between Rincon Wireless (“Rincon,” “we,” “us,” and “our”) and the individual or entity named on the Confirmation of Sale (“COS”) to which this Service Agreement is attached (“Customer,” “you,” or “your”), sets forth the terms and conditions under which Rincon will make available its Standard Internet Access Service, and related services and components (collectively, the “Service”). This Service Agreement governs both residential and commercial Customers. “Affiliate” means an entity that controls, is controlled by or is under common control with Rincon.

By using the Service, Customers agree to be bound by the terms of this Service Agreement and all documents incorporated by reference herein, including without limitation Rincon Privacy Policy, Open Internet Policy, DMCA Copyright Infringement Notification Policy, Confirmation of Sale (“COS”), and Additional Terms (terms and conditions that will govern a new service offering) as each may be amended from time to time. If there is a conflict between this Service Agreement and any Additional Terms, the Additional Terms shall govern.

PLEASE READ THIS SERVICE AGREEMENT CAREFULLY TO ENSURE THAT CUSTOMER UNDERSTANDS EACH PROVISION. THIS SERVICE AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO CUSTOMER IN THE EVENT OF A DISPUTE.

THIS SERVICE AGREEMENT INCLUDES MANY IMPORTANT TERMS, INCLUDING WARNINGS, AND LIMITS AND DISCLAIMERS ON RINCON’S LIABILITY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

Rincon regularly updates and amends this Service Agreement, the Privacy Policy, the Open Internet Policy, DMCA Copyright Infringement Notification Policy, and other documents incorporated by reference in this Service Agreement. Rincon will communicate any such updates or amendments to Customer in accordance with Section 5(a). Customer may obtain, at no charge, a copy of the current Service Agreement or any documents incorporated by reference herein by visiting Rincon’s website or by contacting Rincon.

1. GENERAL OVERVIEW. This Service Agreement governs the following components and services defined under Rincon’s Service. Customer may select from a menu of standard residential or commercial service(s) based on Customer’s needs. Details about the following can be found on Rincon’s website, unless noted otherwise:
<https://rinconwireless.com/>

(a) Standard Internet access service – Internet broadband access service for residential and commercial Customers

- (b) Rincon Equipment – leased equipment (point-to-point systems)
- (c) Customer technical/repair support, including support technicians

2. EQUIPMENT AND REQUIREMENTS FOR PROVISION OF THE SERVICE. The section only governs Standard Internet Access Service Customers:

(a) Customer Equipment. To use the Service, Customer must have a personal computer or other device and other equipment meeting Rincon’s most recent “Minimum Customer Equipment Specifications,” which are defined on the Rincon’s website and may be modified from time to time by Rincon. The Minimum Customer Equipment Specifications may change, and Rincon may make reasonable efforts to support previously acceptable configurations; however, Rincon is not obligated to continue to provide such support. Although Rincon is under no obligation to do so, Rincon may, and Customer authorizes Rincon to, perform any updates and/or changes to Customer’s equipment, on-site or remotely, from time to time as Rincon deems necessary, in Rincon’s sole discretion. Customer will direct any questions concerning third-party hardware or software to the manufacturer. Rincon has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Customer elect to use in connection with the Services. As set forth below and in the Open Internet Policy, Customer is not permitted to connect any harmful equipment to the Rincon Equipment (as defined below). Customer understands that failure to comply with this restriction may cause damage to the Rincon Networks and subject Customer to liability for damages and/or other liability. Customer understands, acknowledges and agrees to not alter, modify or tamper with the Rincon Equipment or the Service, or to permit, encourage or solicit any other person to do the same, unless such person has been authorized to do so by Rincon.

(b) Rincon Equipment. Customer acknowledges that at the time of installation of the Service, the equipment owned and operated by Rincon listed on the COS was installed (the “Rincon Equipment”) at a location and in a manner authorized by Customer. This includes the Customer Premise Equipment (“CPE”) which refers to the antenna mounted on the rooftop. Customer further acknowledges that the Rincon Equipment may, at Rincon’s sole discretion, be refurbished or otherwise used equipment. Customer agrees that the Rincon Equipment was installed at a location and in a manner authorized by Customer. The Rincon Equipment is and shall remain the property of Rincon, and will be provided to the Customer under the terms set forth in the COS. At such time as Customer or Rincon terminate the Service, Customer will return the Rincon Equipment to Rincon within fifteen (15) calendar days, and in accordance with Rincon’s then-current return procedures. In the event that Customer has not returned the Rincon Equipment as set forth in the previous sentence, or in the event that the Rincon Equipment is damaged or otherwise inoperable, Customer will pay each applicable “Equipment Non-Return Fee” listed in the COS.

(c) Customer’s Obligation to Maintain Power to Rincon Equipment. Customer understands and agrees that: (i) Customer must provide electrical power and a continuous connection to the power grid to Rincon Equipment at all times (including, without

limitation, when Customer is not using the Service), and (ii) Customer's failure to provide such power and continuous connection may result in damage to the Rincon Equipment or to Customer's computer, equipment, property or premises, for which damage Customer will be solely responsible.

(d) Replacement and Upgrade of Rincon Equipment. (i) For a one-year period after the date of installation, Rincon provides a limited warranty against any defect in materials or workmanship in the Rincon Equipment that is warranted by the manufacturer of such Rincon Equipment. During this one-year period, in the event there is a problem with the Rincon Equipment that is, as determined by Rincon in its sole discretion, not a result of action or inaction on the part of Customer (see below for details), and that cannot be corrected either over the telephone or on-site, Rincon will, as its sole obligation and Customer's sole remedy for such problem, repair or replace such Rincon Equipment at Rincon's expense. (ii) Rincon shall have no obligation to repair, replace or otherwise upgrade, any Rincon Equipment that has been, in Rincon's sole discretion, damaged or otherwise requires repair, replacement or upgrade as a result of damage or disruption caused by misuse or neglect or otherwise caused by Customer, including, without limitation, damage or disruption caused by Customer's failure to comply with Section 2(e) herein or by Customer's failure to comply with the last sentence of Section 2(a) herein. Customer understands, acknowledges and agrees that this warranty expressly excludes defects in the Rincon Equipment caused by acts of nature (such as, but not limited to, lightning damage), damage from misuse or neglect, water damage, damage caused by Customer's failure to comply with Section 2(e) herein or damage or other disruption caused by Customer's failure to comply with the last sentence of Section 2(a) herein. After the one-year warranty period, Customer will be solely liable for any and all damage to any Rincon Equipment. Customer understands, acknowledges and agrees that Rincon may from time to time require upgrades or replacement of the Rincon Equipment to provide continued quality or service, and Customer will be obligated to pay the then-applicable "Equipment Upgrade Fee" as established by Rincon.

(e) Customer understands, acknowledges and agrees that prior to Rincon servicing any Customer equipment or Rincon Equipment, it is Customer's responsibility to (i) back-up the data, software, information or other files stored on Customer's computer or other device including but not limited to disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (ii) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Customer's equipment. Under no circumstances shall Rincon and/or its Operational Service Provider, be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media. An Operational Service Provider is a third-party-owned company that provides or performs services on Rincon's behalf, to help serve Customers better, or to perform internal functions that support Rincon's Service and operations.

3. ACCESS TO CUSTOMER'S PREMISES. Customer hereby grants Rincon and its Affiliates, and each of their respective employees, contractors, representatives, agents, and

Operational Service Providers the right to enter Customer's property and premises at any time for the purpose of operating or maintaining the Rincon Equipment or the Rincon Networks, retrieving Rincon Equipment or fulfilling its obligations or exercising its rights under this Agreement. Rincon shall provide Customer with reasonable advance notice of any such planned access, except when, in the reasonable opinion of Rincon, an emergency or other exigent circumstance exists that would require Rincon to immediately enter Customer's property and premises.

4. CUSTOMER'S REPRESENTATIONS, RESPONSIBILITIES AND WARRANTIES. If Customer is an individual, Customer represents and warrants that he or she is at least 18 years of age and has legal authority to execute this Agreement. If Customer is a commercial entity, the individual executing this Agreement represents and warrants he or she has legal authority to execute this Service Agreement on behalf of Customer.

(a) This Service is personal to Customer and Customer represents and warrants that it will not assign, transfer, resell or sublicense Customer's rights under this Agreement unless specifically permitted by the terms of this Agreement. (i) For residential Customers, Customer represents and warrants that the Service and the Rincon Equipment shall be used only by Customer and by members of Customer's immediate household living with Customer at the same address, and Customer will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured. (ii) For commercial Customers, Customer represents and warrants that the Service and the Rincon Equipment shall be used only by Customer and by authorized members of Customer's business located at the same address, and Customer will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured.

(b) Customer represents and warrants that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement and any other documents incorporated by reference in this Service Agreement, whether such breach results from Customer's use of the Service or by another person using the Service via Customer's equipment or Rincon Equipment.

(c) Customer represents and warrants that Customer will not use the Service in a manner that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third-party; (ii) violates any local, state or federal statute, ordinance or regulation, or this Service Agreement; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; (iv) impersonates any person or entity, including without limitation any officer, employee, agent, representative or Operational Service Provider of Rincon or its Affiliates; or (v) transmits any virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program.

(d) Customer represents and warrants that the personally identifiable information ("Personal Information") Customer provided and will provide to Rincon during the

term of this Service Agreement, including without limitation Customer's legal name, email address for communications with Rincon (such email address, as the same may be modified from time to time by Customer upon notice to Rincon, the "Account Email Address"), Service address, billing address, telephone number(s), and payment data (including without limitation information provided when authorizing Automated Clearing House payments or other recurring payments) and Non-Personal Information, such as but not limited to the number of computers on which the Service is being accessed (all such information, collectively, the "Customer Information" for purpose of this Service Agreement is accurate, complete and current.

(e) Customer represents and warrants that there are no legal, contractual or similar restrictions on the installation of the Rincon Equipment in the location(s) and in the manner authorized by Customer and that Customer is responsible for ensuring compliance with all regulations, applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions or other restrictions related to the installation of the Rincon Equipment and Service, for paying any fees or other charges and obtaining any permits or authorizations necessary for the installation of the Rincon Equipment and/or provision of the Service (collectively, "Legal Requirements") and the payment of any fines or similar charges for violation of any applicable Legal Requirements.

(f) Customer represents and warrants that when Customer transmits, uploads, posts, or submits any Customer Material (as defined herein) using the Service, Customer has the legal right to do so and that Customer's use of such Customer Material does not violate any copyright or trademark laws or any other third-party rights. Customer Material collectively includes without limitation any lawful or unlawful software, computer programs, applications, data, photographs, video and/or audio content, text, files, and other information, including emails, address book and web storage content - anything installed by Customer on Rincon's servers not provided by Rincon.

5. THE SERVICE AND PRIVACY. Rincon has established a Privacy Policy ("Privacy Policy"), which governs Rincon's collection, use, disclosure, management and security related to Customer's personally identifiable information ("Personal Information").

(a) Customer agrees that Customer received a copy of the then-in-effect Privacy Policy at the time Customer executed this Service Agreement. Rincon may update or amend the Privacy Policy at any time without Customer's prior consent, unless such consent is required by law. Rincon will, however, provide notice of any such changes or amendments as stated in Rincon's Privacy Policy. Customer understands, acknowledges and agrees that Customer's continued use of the Service after notice of any changes or amendments have been provided will indicate Customer's acceptance of such changes, except where further steps are required by applicable law. All such updates or amendments shall be deemed to be incorporated by reference into this Service Agreement.

(b) Rincon does not routinely monitor a Customer's activity for violation of this Service Agreement and Rincon has no obligation to monitor content transmitted by use of,

or other information related in any way to the provision or receipt of the Service. However, Customer agrees that Rincon has the right to monitor the Service, any and all information or Customer Material transmitted through the Service or by use of the Rincon Equipment, and information available to Rincon regarding Customer's computer and other equipment in accordance with this Service Agreement. Rincon has the right at all times and without notice to remove, restrict access to or make unavailable any information or content residing on Rincon's, its Affiliates' or Operational Service Providers' servers. Rincon has the right to monitor, review, retain or disclose any content or other information in Rincon's possession about or related to Customer (including, without limitation, Customer Information), Customer's use of the Service, or otherwise, as necessary to satisfy any applicable law, or otherwise as Rincon deems necessary or appropriate in Rincon's sole discretion.

(c) Customer authorizes Rincon to make inquiries and to receive information about Customer's credit history from others and to utilize such information in its decision regarding its provision of the Service to Customer.

(d) Rincon may require that Customer use a username and password combination or other reasonable procedures to confirm Customer's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service through Rincon's authorized Customer service channels. Only Commercial Customers may also choose to designate an authorized user of Customer's account (an "Authorized User"), who will be permitted to access the Commercial Customer's account information and make certain changes to Commercial Customer's account. Commercial Customers will be solely liable for any and all action or inaction by any Authorized User.

6. PASSWORDS.

(a) Residential accounts are for individual use only. Commercial accounts are for authorized personnel only.

(b) Residential Customers shall not share passwords or accounts with others. Commercial Customers shall only provide passwords to authorized personnel.

(c) Rincon shall provide or obtain passwords to protect Customer's account and Services. In the event that the security of a Customer's account or Service is compromised, Rincon shall provide Customer with a new password.

(d) Rincon may monitor the security of Customer's passwords at any time. A Customer with an insecure password may be directed to change the password to one which complies with the above rules. Customers who repeatedly choose insecure passwords may be assigned a password by Rincon; continued failure to maintain password security may be grounds for account termination.

7. SYSTEM SECURITY.

(a) Customer is solely responsible for maintaining the security of Customer's computer(s)/device(s) and data and protection of Customer's User ID, password and Personal Information and other data.

(b) Customer is prohibited from utilizing the Service to compromise the security or tamper with Rincon's system resources or accounts on any of Rincon's computers, routers, switches, servers, radios, modems, or any other equipment at Rincon or at any other website. Use or distribution of tools designed for compromising security is prohibited. Examples of the tools include but are not limited to password guessing programs, cracking tools, and network probing tools. Any attempt to access any of Rincon's corporate assets is strictly prohibited.

(c) Rincon reserves the right to release the login names of Customers involved in violating system security to system administrators at other websites, in order to assist them in resolving security incidents. Rincon will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers, subject to Rincon's Privacy Policy and applicable law.

8. ACCEPTABLE USAGE. Rincon's Acceptable Use Policy ("AUP") is incorporated into this Agreement by reference and governs the type of acceptable activities associated with the use of the Internet, including but not limited to usage of Rincon's systems and the Rincon Networks for accessing the World Wide Web, Internet Relay Chat, USENET Newsgroups, Email, and other Internet features. The AUP also identifies the activities specifically prohibited by Rincon. The AUP is also available at <https://rinconwireless.com/legal>.

9. DIGITAL MILLENNIUM COPYRIGHT ACT. Under the Digital Millennium Copyright Act ("DMCA"), copyright owners have the right to notify Rincon's registered designated agent if they believe that a Customer has infringed on their work(s). When Rincon receives a complaint notice from a copyright owner, Rincon will notify the Customer of the alleged infringement by providing Customer a copy of the submitted DMCA notice, to the extent permissible by law. As required by law, Rincon enforces a graduated response policy to complaints that may lead to suspension or termination of service. Rincon's policy is to terminate the internet services for any Customer receiving 4 or more DMCA notices annually. For information about how to contact Rincon's Designated Agent, please see Rincon's DMCA Copyright Infringement Notification Policy, available <https://rinconwireless.com/legal>.

10. PENALTIES FOR VIOLATIONS OF SERVICE AGREEMENT.

(a) Violation of this Service Agreement may be subject to immediate termination of Customer's account in addition to any and all criminal and civil penalties available under the law. Typically, Customer will receive a warning on the first offense. However, if the offense is severe enough, Rincon reserves the right to disable and terminate the account immediately. Accounts which have been disabled for abuse will not be re-opened.

Rincon also reserves the right to modify and/or disable Service at any such time the Customer violates this Service Agreement.

(b) Rincon will not reimburse Customer when Service has been suspended or disabled due to violations of this Service Agreement.

(c) If Service is disconnected for non-payment, Rincon is not obligated to reconnect Customer's Service. However, if Customer desires reconnection, and Rincon agrees to do so, Customer agrees to pay a Reconnection Fee plus any amount past due under Customer's COS. The amount of the reconnection fee is set forth on Rincon's website.

11. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.

(a) Rincon may provide software for use in connection with the Service which is owned by Rincon or its third-party licensors, third-party suppliers, and Operational Service Providers ("Software"). Such Software will not be subject to an additional fee. Rincon reserves the right periodically to update, upgrade, or change the Software remotely or otherwise and to make related changes to the settings and software on Customer's computer(s)/device(s) or Equipment, and Customer agrees to permit such changes and access to Customer's computer(s)/device(s) and Equipment. Customer may use the Software only in connection with the Service and for no other purpose.

(b) Certain Software may be accompanied by an end user license agreement ("EULA") from Rincon or a third-party. Customer's use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. Customer may not install or use any Software that is accompanied by or includes a EULA unless Customer first agrees to the terms of the EULA.

(c) For Software not accompanied by a EULA, Customer is hereby granted a revocable, non-exclusive, non-transferable license by Rincon or its applicable third-party licensor(s) or Operational Service Provider to use the Software (and any corrections, updates and upgrades thereto). Customer understands, acknowledges and agrees that the Software is confidential information of Rincon or its third-party licensors/Operational Service Providers and that Customer will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Rincon or its third-party licensors/Operational Service Providers. Customer may not copy, de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third-party, or allow, encourage or solicit others to do the same. Customer may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. Customer is not granted any title or rights of ownership in the Software. Customer acknowledges that this license is not a sale of

intellectual property and that Rincon or its third-party licensors/Operational Service Providers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

12. CUSTOMER’S PAYMENT OBLIGATIONS FOR STANDARD INTERNET ACCESS

SERVICE. Customer understands, acknowledges and agrees to pay Rincon through the end of the Initial Term or any Renewal Term in accordance with Rincon’s current billing policies. Failure to fulfill any payment obligations in a timely manner as provided herein will be considered to be a violation of this Service Agreement and Customer’s COS.

13. DISCLAIMER OF WARRANTIES.

(a) CUSTOMER EXPRESSLY AGREES THAT CUSTOMER USES THE SERVICE AND THE RINCON EQUIPMENT AT CUSTOMER’S SOLE RISK. THE SERVICE AND RINCON EQUIPMENT ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS EXCEPT TO THE LIMITED WARRANTIES SPECIFICALLY SET FORTH IN SECTIONS 2 AND 4 HEREIN, IF APPLICABLE, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NEITHER RINCON NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD-PARTY SUPPLIERS OR SOFTWARE LICENSORS WARRANTS: (I) TO UNINTERRUPTED, TIMELY OR SECURE USE OF SERVICE; (II) THAT THE SERVICE WILL MEET CUSTOMER’S REQUIREMENTS; (III) THAT THE SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS, EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED; OR (IV) THAT ANY PERSONAL INFORMATION, NON PERSONAL INFORMATION, DATA OR FILES CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER’S COMPUTER OR DEVICE. THIS INCLUDES, BUT IS NOT LIMITED TO, INCIDENTS OF FILE SHARING, PRINT SHARING OR USE OF OTHER MEANS THAT ENABLE INTERNET USERS TO GAIN ACCESS TO CUSTOMER’S COMPUTER, DEVICE, OR NETWORK OR RINCON EQUIPMENT, OR TO MONITOR CUSTOMER’S ACTIVITY AND CONDUCT WHILE USING THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM RINCON SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON THE SCOPE OF A LIMITATION OF WARRANTY OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

(b) In addition, Rincon may, in its sole discretion, make available to Customer security software, such as anti-virus software, firewall software, “pop-up” advertising blocking software, parental control software, anti-spyware or anti-adware software for Customer’s use on Customer’s computer system(s) in conjunction with the Service. Any such security software provided by Rincon to Customer is intended to provide only a minimal level of protection to

Customer's computer system(s). CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT RINCON AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, THIRD-PARTY SUPPLIERS AND LICENSORS OF ANY SUCH SECURITY SOFTWARE, DO NOT GUARANTEE ITS ACCURACY, EFFICACY OR PERFORMANCE. CUSTOMER UNDERSTANDS AND AGREES THAT RINCON AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, THIRD-PARTY SUPPLIERS AND LICENSORS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM(S) (OR THE INFORMATION STORED THEREIN) THAT MAY RESULT FROM USE OF THE SECURITY SOFTWARE OR FROM ITS NONPERFORMANCE.

(c) EXCEPT AS SPECIFICALLY SET FORTH IN THE COS, CUSTOMER UNDERSTANDS AND AGREES THAT NEITHER RINCON NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS OR THIRD-PARTY SUPPLIERS AND LICENSORS GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE RINCON NETWORKS OR THAT ANY SPEED OR THROUGHPUT OF CUSTOMER'S CONNECTION TO THE RINCON NETWORKS WILL BE AVAILABLE TO CUSTOMER. Customer understands, acknowledges and agrees that the availability and speed of the Service provided at Customer's premises may vary depending upon a number of factors, including Customer's computer system(s), associated equipment and other devices accessing the Service, the terrain and location of Customer's premises, foliage between Rincon Equipment and other components of the Rincon Networks, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Rincon's control and system failures, modifications, upgrades and/or repairs.

(d) THIS SERVICE AGREEMENT GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

14. LIMITATION OF LIABILITY.

(a) **STATUTE OF LIMITATIONS:** CUSTOMER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR THE CLAIM OR SUIT ARISES.

(b) TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL RINCON OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS, OPERATIONAL SERVICE PROVIDERS, THIRD-PARTY LICENSORS OR THIRD-PARTY SUPPLIERS, OR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS, AND ANY OF THEIR SUCCESSORS AND ASSIGNS BE LIABLE WITH RESPECT TO THE SERVICE OR THE SUBJECT MATTER OF THIS SERVICE AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS HEREIN MAY NOT APPLY TO CUSTOMER. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF CUSTOMER UNDER

SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 US).

(c) ADDITIONALLY, RINCON WILL HAVE NO LIABILITY FOR THE FOLLOWING: (i) FOR ANY AMOUNT IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00 US); (ii) FOR ANY THIRD-PARTY FEES OR CHARGES, INCLUDING BUT NOT LIMITED TO, BANKING FEES, OVERDRAFT FEES, MOBILE PHONE OR OTHER WIRE LINE CHARGES, TECHNICIAN CHARGES, OR OTHER SIMILAR CHARGES; (iii) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (iv) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (v) FOR ANY DAMAGES OR LOSS DUE TO CUSTOMER'S FAILURE TO BACK-UP ANY EQUIPMENT AS REQUIRED IN SECTION 2(f) HEREIN; (vi) ANY LACK OR BREACH OF SECURITY CUSTOMER OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE SERVICE; (vii) FOR ANY MATTER BEYOND RINCON'S REASONABLE CONTROL; (viii) CUSTOMER'S USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK OR UNLAWFUL USES, OR ANY USE THAT VIOLATES THIS SERVICE AGREEMENT.

15. AGREEMENT TO ARBITRATE. CUSTOMER AND RINCON AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS BETWEEN CUSTOMER AND RINCON. The agreement between Customer and Rincon to arbitrate all disputes and claims between them is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between Customer and Rincon, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising), claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class and claims that may arise after the termination of this Agreement. For the purposes of this Section 15, references to Customer include Customer's subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all Authorized Users or unauthorized users or beneficiaries of the Service. CUSTOMER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND RINCON ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(a) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice ("Arbitration Notice"). An Arbitration Notice to Rincon must be addressed to Rincon at the address set forth in this Service Agreement for notices. An Arbitration Notice to Customer must be addressed to Customer at Customer's then-current billing address. The Arbitration Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Customer and Rincon do not reach an agreement to resolve the claim within sixty (60) calendar days after the Arbitration Notice is received, Customer or Rincon may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Rincon or Customer shall not be disclosed to the

arbitrator until after the arbitrator determines the amount, if any, to which Customer or Rincon is entitled.

(b) The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or written request to Rincon. The arbitrator shall be bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are reserved to the decision of a court of competent jurisdiction. Unless Customer and Rincon agree otherwise, any arbitration hearings shall take place in Pima County, Arizona. The right to a hearing shall be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The party initiating arbitration proceedings shall bear all the arbitration-related costs and expenses of both parties including, without limitation, legal fees and expenses.

(c) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. CUSTOMER AND RINCON AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Rincon agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(d) Notwithstanding any provision in this Agreement to the contrary, Customer and Rincon agree that if Rincon makes any future change to this arbitration provision (other than a change to the address to which an Arbitration Notice is to be sent), Customer may reject any such change by sending Rincon written notice within 30 days of the change. By rejecting any future change, Customer agrees that Customer will arbitrate any dispute between Customer and Rincon in accordance with the language of this provision.

16. INDEMNIFICATION. Customer agrees to indemnify, defend and hold harmless Rincon, its Affiliates, officers, directors, employees, shareholders, representatives, agents, Operational Service Providers, third-party licensors and suppliers and their respective members, officers, directors, employees, agents, representatives and contractors, and each of their successors and assigns (collectively, the "Rincon Indemnitees") from and against all losses, expenses, damages and costs, (including reasonable attorneys' fees) and other claims brought against any Rincon Indemnitee(s) related to Customer's use of the Service or any violation of this Service Agreement and all other documents incorporated herein by reference, including, but not limited to, claims that Customer's use of the Service infringed on the patent, copyright, trademark or other intellectual property right of any third-party, Customer's violation of any

law or the rights of another and claims resulting from Customer's negligence. Customer agrees to pay any attorneys' fees incurred by Rincon and/or any other Rincon Indemnitee in connection with the defense of any such third-party claims. Rincon reserves the right to assume the defense and control of any matter subject to indemnification by Customer, in which event Customer will cooperate with Rincon in asserting any available defenses.

17. TERMINATION OF THE SERVICE.

(a) IF CUSTOMER CANCELS THE SERVICE OR ANY ASPECT THEREOF FOR ANY REASON, RINCON SHALL NOT BE REQUIRED TO REFUND CUSTOMER ANY PORTION OF THE MONTHLY FEES PAID BY CUSTOMER FOR THE MONTH IN WHICH CANCELLATION OCCURS, UNLESS REQUIRED OTHERWISE BY STATE LAW.

(b) Customer may terminate the Service at any time by providing Rincon written notice, either via mail to the address set forth in Section 18(h) or email to support@rinconwireless.com, ten (10) days prior to desired termination date. Rincon may take reasonable steps to verify Customer's identity and authority before effecting such termination. The full Monthly Payment is due for any part of a month in which Service is provided. Upon termination, Customer agrees to pay any account balance, a "Cancellation Fee" as defined in the COS, and to return any Rincon Equipment or pay the Equipment Non-Return Fee as set forth in Section 2(b) herein.

(c) The Service and all Service features are subject to availability on an ongoing basis. Customer understands that Rincon may cease to offer the Service or any Service feature at any time, for any reason or no reason, and without notice to Customer. Without limiting the generality of the foregoing, Rincon may suspend, disconnect or terminate the Service at any time without prior notice if Rincon believes in its sole discretion that Customer has (i) failed to pay Customer's bill when due, (ii) threatened or harassed any Rincon employee, agent or contractor or (iii) violated any other provision of this Service Agreement.

(d) If the Service to Customer is disconnected for any reason or Service is suspended in accordance with this Agreement, Rincon may charge Customer (i) for Service during the period of disconnection or suspension in accordance with applicable federal and state law and (ii) reasonable disconnection and fees.

(e) In the event that Customer's account is suspended, disconnected or terminated, no refund, including of fees paid by Customer to Rincon, shall be granted. Moreover, Rincon shall not be responsible for the return of data stored on Rincon's servers, including web and email servers. Customer agrees that Rincon has no obligation to visit Customer's home upon termination to reconfigure Customer's computer(s) or for any other reason.

(f) Sections 3 through 18 herein shall survive any termination or expiration of this Agreement.

18. GENERAL PROVISIONS.

(a) This Service Agreement (including all documents incorporated herein by reference) constitutes the entire agreement with respect to the Service. This Service Agreement supersedes and nullifies all prior understandings, promises and undertakings made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

(b) The Parties agree that any Affiliates, Operational Service Providers, agents, third-party suppliers and licensors of Rincon are intended beneficiaries of this Service Agreement. Except as set forth in the previous sentence, this Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and Rincon.

(c) No agency, partnership, joint venture, or employment relationship is created as a result of the Service Agreement and neither party has any authority of any kind to bind the other in any respect.

(d) Rincon shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Rincon's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

(e) This Service Agreement and all matters arising out of or related to this Service Agreement shall be governed by the laws of the State of Arizona without regard to its conflicts of law provisions. Subject to the agreement between Customer and Rincon with respect to arbitration of any disputes, Customer agrees that the federal and state courts of Arizona alone shall have jurisdiction over all disputes arising under this Service Agreement and Customer consents to the personal jurisdiction of those courts.

(f) Rincon's failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such right or provision. If any term, covenant, condition or provision of this Service Agreement shall, to any extent, be held invalid, illegal or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant, condition and provision shall be valid and enforceable to the fullest extent permitted by law or construed as nearly as possible to reflect the original intentions of the parties.

(g) Rincon may change, amend, alter, or modify this Service Agreement at any time. Rincon may notify Customer of any change either by posting that change on Rincon's website (<https://rinconwireless.com/>) and by sending Customer an email or by U.S. mail. If Customer continues to use the Service after such notice has been made, Customer agrees that such continued use shall be deemed to be Customer's acceptance of those changes. The current version of this Service Agreement, as the same may be modified by Rincon from time to

time, shall supersede any prior version of this Service Agreement that may have been provided to Customer at any time.

(h) Except as specifically set forth in this Service Agreement, any notices under this Agreement shall be effective as follows: (i) If to Customer: notice shall be made by (i) email to Customer's; (ii) by first-class mail to Customer at Customer's billing address then on file with Rincon; or (iii) when posted to the Announcements page of Rincon's website. If by email, such notice shall be deemed effective when transmitted by Rincon. If by first-class mail, such notice shall be deemed effective upon the earlier of (A) three business days after dispatch or (B) at such time as actually received by Customer. (ii) If to Rincon: notice shall be made exclusively by first-class mail to Rincon at PO Box 790, Vail, AZ, 85641 or such other address as Rincon may from time to time publish to Customer, and such notice shall be deemed effective upon receipt.

(i) Customer may not assign this Service Agreement, or Customer's rights or obligations under this Service Agreement, without Rincon's prior written consent, and any purported assignment by Customer without such consent shall be void. Rincon may transfer or assign any portion or all of this Service Agreement at any time without notice to Customer, and Customer waives any notice that may be required by law.

(j) Customer and Rincon have executed this Service Agreement by their signatures (or, in the case of Rincon, the signature of Rincon's authorized person) on the COS.

Rincon and Customer understand, acknowledge and agree that this Service Agreement is entered into as of the date set forth on the COS.