

Carrier Master Service Agreement

SERVICE PROVIDER MASTER SERVICE AGREEMENT

Effective Date: October 3, 2026

1. Terms

This Master Service Agreement (“Agreement” or “MSA”) governs the relationship between **46 Labs** (“46 Labs”) and the customer identified in an executed Service Order (“Customer”). The Agreement becomes effective upon execution of a Service Order and, together with (i) the Service Order(s), (ii) any applicable supplemental terms, including Service Schedules, Privacy Policies, and Support Service Agreements, and (iii) this MSA, constitutes the complete and binding agreement between the Parties.

This Agreement does not apply where your organization has entered into a separate written agreement with 46 Labs covering the use of the Services.

In the event of any conflict among documents, the following order of precedence shall apply:

- 1.1. Any mutually executed Service Order or amendment thereto;
- 1.2. Any applicable supplemental terms and conditions, including Service Schedules, Privacy Policies, and Support Service Agreements;
- 1.3. This Master Service Agreement and any attachments hereto.

The MSA, Service Support Agreement, and Privacy Policy are available at www.46labs.com and may be modified by 46 Labs at any time. Material changes shall become effective thirty (30) days after notice to Customer. Notice may be provided by invoice insert, notation on Customer’s invoice, postcard or letter, telephone message, website posting, or email. Customer shall be bound by such modifications once effective.

2. Definitions

2.1. “46 Labs” means 46 Labs, its subsidiaries, and affiliates.

2.2. “Affiliate” means, with respect to a specified entity, any entity that (i) directly or indirectly owns more than fifty percent (50%) of the outstanding voting securities of such entity, or (ii) is controlled by, or under common control with, such entity. “Control” means the direct or indirect power to direct or cause the direction of management and policies of such entity, whether through ownership of voting securities, contract, or otherwise.

2.3. “Agreement” means this MSA, all associated Service Schedules, and all executed Service Orders.

2.4. “Amendment” means a written amendment to this Agreement or a Service Order, executed by both Parties.

2.5. “Acceptable Use Policy” or “AUP” means the acceptable use policy attached hereto as *Attachment 1*.

2.6. “Billing Disputes” shall have the meaning set forth in Section 5.

2.7. “Confidential Information” means all non-public information disclosed by 46 Labs relating to its pricing, services, operations, or business, whether provided in writing, orally, visually, electronically, or otherwise, including the terms of this Agreement. Confidential Information shall not include information that: (a) is already lawfully known to Customer; (b) is independently developed by Customer without use of 46 Labs’ Confidential Information; (c) is or becomes publicly available through no fault of Customer; or (d) is lawfully obtained from a third party without restriction.

2.8. “Credit Card Surcharge” means the three percent (3%) surcharge applied to Customer’s total payment amount if paid by credit card.

2.9. “Customer” means the party identified in a Service Order utilizing the Services.

2.10. “Customer Provided Equipment” or “CPE” means any equipment provided, purchased, or managed by Customer in connection with Services under this Agreement.

2.11. “Early Termination Liability” or “ETL” means the liability payable by Customer upon early termination, calculated as follows:

- **2.11.1.** If termination occurs after acceptance of a Service Order but prior to the Start of Service Date: costs and expenses incurred by 46 Labs in preparation for service installation, plus twenty percent (20%).
- **2.11.2.** If termination occurs after the Start of Service Date but before the end of the Service Order Term:
 - 100% of Monthly Recurring Charges (“MRC”) for months 1–12,
 - 80% of MRC for months 13–24,
 - 65% of MRC for months 25 through the end of the Service Order Term, and
 - 100% of unpaid installation fees.
- **2.11.3.** ETL shall be immediately due upon termination, in addition to all accrued and unpaid charges. At its sole discretion, 46 Labs may waive ETL if Customer orders a replacement service or upgrades an existing service of substantially similar term and value.

2.12. “Indemnified Party” means the party seeking indemnification under Section 10.

2.13. “Indemnifying Party” means the party obligated to provide indemnification under Section 10.

2.14. “Infrastructure Services” means the managed data and device services described in the Infrastructure Services Schedule.

2.15. “Monthly Recurring Charge” or “MRC” means fixed recurring monthly fees for Services.

2.16. “Monthly Usage Charge” or “MUC” means usage-based fees determined by Customer’s consumption.

2.17. “Non-Recurring Charge” or “NRC” means one-time, non-refundable charges such as setup, installation, relocation, or professional services.

2.18. “Normal Usage” means fewer than 2,500 minutes or text messages per line, trunk, or seat per month, whether inbound, outbound, or toll-free. For example, a Customer with fifty (50) SIP trunks would have a threshold of 125,000 minutes per month.

2.19. “Privacy Policy” or “PP” means the Carrier Services Privacy Policy available at www.46labs.com.

2.20. “Regulatory Change” means any new or modified law, regulation, interpretation, enforcement, or judicial decision that imposes new obligations, fees, taxes, or surcharges.

2.21. “Service” means the data, device, and management services provided by 46 Labs, including associated hardware, software, and documentation, whether supplied directly or through a third party.

2.22. “Service Level Agreement” or “SLA” means the service outage terms set forth in Attachment 2.

2.23. “Service Order” or “SO” means any service order executed by Customer and accepted by 46 Labs, including amendments and service change requests made through the 46 Labs portal.

2.24. “Service Order Term” means the duration of service as set forth in the applicable Service Order.

2.25. “Support Service Agreement” or “SSA” means the service support terms available at www.46labs.com.

2.26. “Start of Service Date” means the date Services are installed and made available to Customer as recorded in the 46 Labs portal.

2.27. “Tax Exempt Document” means valid documentation provided by Customer establishing tax-exempt status.

2.28. “Term” shall have the meaning given in Section 12.

2.29. “Tax Exempt Document” means a valid certification provided by Customer evidencing exemption from sales, use, or regulatory taxes.

2.30. “Term” shall have the meaning set forth in Section 12 of this Agreement.

2.31. “User” means Customer and any individuals authorized by Customer to access or use the Services.

2.32. “Volume Commitment” means Customer’s contractual commitment, as expressly set forth in the applicable Service Order, to a minimum threshold of monthly use and can include, but is not limited to, concurrent call capacity, long distance minutes, toll free minutes, system usage, utilization, or total minutes of use, that are represented as a minimum monthly billing amount or other commitment. In any billing period, Customer shall be responsible for either their actual usage or their Volume Commitment whichever is greater. Any Volume Commitment shall be considered a Monthly Recurring Charge for purposes of calculating Early Termination Liability under section 2.11. In the event that no Volume Commitment is set forth in the Service Order, then the Customer shall be billed for their actual utilization during the prior month.

2.33. “Volume Shortfall” means the amount by which Customer’s actual usage falls short of the Volume Commitment. For purposes of clarification, in the event of a Volume Shortfall, the Customer shall pay the Volume Commitment for the period.

3. Service Limitations, Requirements, Start Date, and Availability

3.1 General Service Limitations

The Services are provided subject to the availability, in 46 Labs’ sole discretion, of all necessary facilities, including facilities obtained or leased from third parties. Additional limitations or requirements may be specified in the applicable Service Schedule. Delivery of Services to Customer’s facility may require construction, which may extend implementation timelines and result in additional non-recurring build-out charges and/or increases to the Monthly Recurring Charges (“MRC”).

3.1.1 Reseller Services

Customer acknowledges that 46 Labs may act as a reseller or network provider of certain services, facilities, or equipment furnished by third parties. Service initiation may be delayed or prevented by facilities or other constraints of such third parties. 46 Labs does not guarantee any requested service activation date, and any representation to the contrary shall be void and unenforceable.

3.2 46 Labs’ Right to Suspend or Terminate

3.2.1 Suspension for Fraud, Network Degradation, or Legal Compliance

46 Labs may, without notice and without liability, suspend or terminate Services, block connectivity, or cancel Customer's account if it determines such action is necessary to prevent or protect against fraud, to protect 46 Labs' personnel, agents, facilities, or services, or as otherwise required by law or regulation. Such actions may include, but are not limited to, instances where:

- (a) Customer violates the Acceptable Use Policy ("AUP");
- (b) Customer uses or misuses Services in a manner that results in, or may result in, network blockage or degradation;
- (c) Services are used or threatened to be used for unlawful or fraudulent purposes;
- (d) 46 Labs is ordered or requested to terminate Service by a governmental authority;
- (e) a change in law or regulation materially impairs 46 Labs' ability to provide Services; or
- (f) Customer violates any applicable FCC or FTC rule, or other law applicable to the Services.

3.2.2 Suspension for Customer Default

46 Labs may suspend or terminate Services, or require a security deposit, if:

- (a) Customer fails to pay any amount due;
- (b) Customer fails to comply with any material term or condition of this Agreement within ten (10) days of written notice;
- (c) Customer exceeds any applicable credit limit or prepaid balance;
- (d) 46 Labs determines, in its sole judgment, that Customer's credit or payment arrangements are fraudulent, inadequate, or otherwise unacceptable;
- (e) Customer files, or is subject to, any bankruptcy or insolvency proceeding; or
- (f) Customer communicates an intent to breach this Agreement, including intent not to pay for Services.

3.2.3 Obligation to Pay During Suspension

Customer remains liable for all applicable MRCs during any suspension or disconnection period.

3.2.4 Reconnection

If Service is suspended or terminated under this Section, reconnection following resolution may require up to thirty (30) business days.

3.2.5 Regulatory Changes

All rates and fees are subject to Regulatory Change. 46 Labs reserves the right, including retroactively, to (a) pass through to Customer any associated fees, surcharges, or taxes, and/or (b) modify the Agreement's rates or terms to reflect such changes.

3.3 Service Requirements and Right to Alter Service

46 Labs may, in its sole discretion and without liability:

- (a) alter the methods, processes, or suppliers through which it provides Services;

- (b) change the facilities used to provide Services; or
- (c) substitute comparable Services.

Where feasible, and where alterations may materially impact Customers, 46 Labs will provide prior notice.

3.4 Service Start Date

46 Labs will use commercially reasonable efforts to activate Services by the date specified in the applicable Service Order. However, 46 Labs does not guarantee activation by any particular date, as activation depends on the timely completion of required tasks by Customer and third parties.

Customer is solely responsible for cancelling any communications services being replaced, and remains liable for any fees associated with such services. Customer is advised not to cancel any existing services until written confirmation of successful porting has been received.

Payment for expedited installation does not guarantee completion by a requested date, and 46 Labs is not obligated to refund fees if such dates are not met. If Customer reschedules a service date with fewer than six (6) business days' notice, Customer will incur a rescheduling fee.

3.5 Service Availability

Service availability is governed by the Service Level Agreement ("SLA").

4. Billing and Payment Arrangements

4.1 Form of Invoice

Invoices for Services may be delivered by email, web portal, or surface mail. Any invoice delivered by such methods shall constitute a valid and binding bill for Services.

4.2 Payment and Due Date

4.2.1 General Obligation

Customer shall pay for all Services in accordance with the rates and terms set forth in the applicable Service Order ("SO"). Customer's obligation to pay Monthly Recurring Charges ("MRC") and Non-Recurring Charges ("NRC") commences on the Start of Service Date. Payments are due within thirty (30) days of the invoice date ("Net 30"). Undisputed amounts not paid when due shall accrue late fees at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. Upon nonpayment or material breach, all outstanding amounts, including unbilled usage, shall become immediately due and payable, and Customer shall be deemed in default.

4.2.1.1 Post-Payment of Non-Recurring Items

If an MRC begins after the first day of a month, fees will be prorated for the initial billing period. Customer shall be billed monthly in arrears for usage charges (“MUCs”), NRCs, and prorated MRCs.

4.2.1.2 Prepayment of Third-Party Fees.

Unless Customer receives prior written credit approval from 46 Labs, all third-party service or equipment charges shall be invoiced and paid on a prepaid basis.

4.3 Customer Credit

Customer authorizes 46 Labs to obtain credit information from third parties and consents to the release of such information in connection with any request for credit.

4.4 Forms of Payment

Acceptable payment methods are ACH and wire transfer. Payment by check or cash is not permitted. At its discretion, 46 Labs may accept payment by credit card, subject to a three percent (3%) Credit Card Surcharge. By making payment by credit card, Customer acknowledges such charges as valid and undisputed. Customer waives all rights to reverse such charges and shall reimburse 46 Labs for any costs incurred contesting chargebacks.

4.5 Taxes, Surcharges, and Fees

4.5.1 Taxes

(a) All fees are exclusive of taxes, surcharges, and similar charges. Customer shall pay all applicable sales, use, excise, gross receipts, VAT, franchise, telecommunications, consumption, and other taxes, fees, or charges, however designated, arising out of the provision or use of Services.

(b) If Customer claims a tax exemption, it must provide 46 Labs with a valid Tax Exempt Document acceptable to 46 Labs. Customer must renew such certification annually and provide updated evidence upon request. If certification lapses or is revoked, Customer shall be liable for all applicable taxes from the date of invalidity. Tax exemptions shall apply only prospectively from the date 46 Labs receives a valid Tax Exempt Document. Certifications shall be submitted to legal@46labs.com.

4.5.2 Installation Fees

Quoted installation fees are based on normal locations, working conditions, and standard business hours. Expedited, hazardous, or non-standard installations shall be subject to additional charges.

4.5.3 Third-Party Charges

Any fees imposed on 46 Labs by third parties in connection with provisioning Services to Customer shall be passed through at cost plus twenty percent (20%).

4.6 Liquidated Damages

Early Termination Liability (ETL)

If Customer terminates any Service Order prior to the expiration of its term, Customer shall pay Early Termination Liability as liquidated damages, and not as a penalty as described in section 2.11. The Parties acknowledge that actual damages resulting from early termination would be impractical or difficult to ascertain and therefore agree that the ETL constitutes a reasonable estimate of such damages. ETL shall be in addition to all outstanding NRCs or other undisputed fees, together with any applicable interest.

4.7 Recovery of Collection Costs

Customer shall reimburse 46 Labs for reasonable collection costs, including attorneys' fees and in-house legal expenses, which shall be billed at \$350 per hour.

4.8 Right of Offset

If Customer defaults for more than thirty (30) days, 46 Labs may offset amounts owed against funds otherwise due to Customer or its Affiliates. Any remainder shall be remitted to Customer in the normal course of business.

4.9 No Rollover

Unused base capacities for Services do not roll over into subsequent billing periods.

5. Billing Disputes

5.1 Customer Obligation

Customer's exclusive remedy for disputed fees shall be as provided in this Section. All invoices shall be deemed accurate and binding unless disputed in accordance with this Section. Customer shall timely pay all invoiced amounts, less only those charges properly disputed, even if Customer anticipates reimbursement by a third party. Customer shall also remain responsible for payment of any repair, inspection, installation, or wiring-related charges incurred on Customer's premises, as set forth in the Customer Policies.

5.2 Requirements for a Valid Dispute

An invoiced fee shall be deemed validly disputed only if all of the following requirements are satisfied:

- (a) Customer has a good faith basis to believe the fee was invoiced in error;
- (b) Customer provides written notice of the disputed fee to 46 Labs within ten (10) days of the date of the invoice on which the fee first appeared;
- (c) such notice specifies the disputed amount, states the basis for the dispute, and includes documentation supporting the claim; and
- (d) Customer provides all supporting documents requested by 46 Labs.

Customer shall not withhold payment of any invoiced amount that is not properly disputed. Any fee not disputed within ten (10) days of the invoice date shall be deemed valid and correct.

5.3 Resolution of Disputed Fees

46 Labs shall review each billing dispute in good faith and shall notify Customer in writing of its determination.

(a) If 46 Labs determines a fee was invoiced in error: A credit will be issued in the amount incorrectly billed.

(b) If 46 Labs determines a fee was invoiced correctly: Customer shall remit payment of the disputed amount within five (5) business days of resolution, together with interest accruing from the original invoice due date at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law.

Failure to remit such payment within the five (5) day period shall constitute a material breach of this Agreement and shall entitle 46 Labs, in addition to any other remedies available at law or in equity, to suspend or terminate Services without further notice or liability.

If a dispute is resolved in Customer's favor and Customer withheld payment of the disputed amount, 46 Labs shall issue a credit in the amount of the incorrect charge. If Customer already paid the disputed amount, such credit shall be applied against future invoices. If Customer is no longer invoiced by 46 Labs, the credited amount shall be refunded to Customer in U.S. dollars within forty-five (45) days of resolution.

6. License, Equipment, Facilities, Data Security, and Customer Equipment

6.1 Services and Equipment Supplied by 46 Labs

6.1.1 License to Services.

46 Labs grants Customer a personal, limited, non-transferable, non-exclusive license, without the right to sublicense, transfer, copy, or create derivative works, to use the Services during the applicable Service Order Term solely in accordance with this Agreement.

6.1.2 Ownership of Services and Equipment.

All rights, title, and interest in and to the Services are, and shall remain, owned by 46 Labs or its third-party providers. Customer shall not decompile, reverse engineer, or otherwise access or use any source code underlying the Services. Certain Services may require Customer to accept additional terms and conditions imposed by third-party providers.

If Customer purchases or leases equipment from 46 Labs or its authorized third-party partners, Customer shall install and use such equipment only as instructed by 46 Labs. Customer may not alter, reconfigure, or change any settings of 46 Labs-provided equipment without prior written consent. Equipment provided by 46 Labs shall be used solely to access and utilize the Services. Equipment purchased or leased through 46 Labs or its authorized partners is designed exclusively for use with 46 Labs Services.

No refunds, full or partial, shall be available for any equipment purchased or leased through 46 Labs or its authorized partners in the event of Service termination, regardless of the reason.

6.2 Return of Equipment

Customer shall return all equipment provided by 46 Labs or its vendors within thirty (30) days of (a) termination of Services or (b) receipt of replacement equipment for non-functioning or upgraded Service. Equipment must be returned in good condition, normal wear and tear excepted. Customers may request a prepaid return label by emailing support@46labs.com with company name, address, and telephone number.

Failure to return equipment within the thirty (30) day period shall result in Customer being invoiced for the replacement cost of such equipment, plus applicable taxes.

6.3 Equipment Maintenance

Customer shall be solely responsible for the full replacement cost of any 46 Labs equipment deployed at Customer's premises that is damaged due to:

- (a) accident, abuse, misuse, liquid contact, fire, earthquake, or other external causes;
- (b) operation outside the intended or permitted use specified by 46 Labs;
- (c) servicing or modification not performed by 46 Labs;
- (d) unauthorized alterations affecting functionality or capability; or
- (e) removal or defacement of serial numbers.

46 Labs shall have no liability or obligation in connection with equipment not purchased through 46 Labs, including equipment configured or modified by Customer or third parties.

6.4 Facilities and Service Security

6.4.1 Security Standards

46 Labs shall implement administrative, physical, and technical safeguards consistent with industry standards to protect Services and associated Customer data.

6.4.2 Security Measures

46 Labs shall:

- (a) maintain Internet firewalls to protect Customer infrastructure and applications from unauthorized access;
- (b) require encrypted methods for Internet traffic to and from 46 Labs' data centers;
- (c) monitor and scan systems for vulnerabilities and remediate identified risks;
- (d) install and maintain active anti-virus software on all appropriate systems; and
- (e) implement regular patch management practices to apply newly released security patches.

6.4.3 Data Backup

46 Labs shall perform nightly backups of data stored in the Services, maintaining copies at local facilities and in cloud storage. Backups shall be retained for ninety (90) days unless a longer period is required by law or the Privacy Policy, after which they shall be destroyed.

6.4.4 Data Access

46 Labs shall access and use Customer data only as necessary to provide Services, enforce contractual obligations, or comply with applicable law. By using the Services, Customer consents to such processing and storage.

6.5 Customer-Provided Equipment ("CPE")

6.5.1 Disclaimer of Warranty

46 LABS DISCLAIMS ANY AND ALL WARRANTIES OR MAINTENANCE RESPONSIBILITIES FOR CUSTOMER-PROVIDED EQUIPMENT. ALL CLAIMS,

MAINTENANCE, AND REPAIRS RELATING TO CPE ARE THE SOLE RESPONSIBILITY OF CUSTOMER.

6.5.2 Use of CPE

46 Labs is not responsible for configuration, management, or support of Customer's CPE, including data centers, computers, networks, or telecommunications equipment. Customer shall ensure that CPE is certified by 46 Labs and compatible with the Services. Customer warrants that it will employ qualified technicians to install and service the CPE at its sole expense.

If Customer or a third party modifies CPE settings or adds devices/software to the local network, Customer assumes all risk of Service disruption. If 46 Labs dispatches a technician and determines the issue was caused by Customer's CPE, Customer shall be responsible for dispatch costs.

6.5.3 Third-Party Facilities and Services

46 Labs shall not be liable for unavailability or deficient performance of CPE, facilities, equipment, or services not provided by 46 Labs (e.g., services procured from third parties such as AWS). Customer's sole rights with respect to such services are as provided by the third-party suppliers.

Customer remains responsible for securing its facilities, networks, and systems connected to 46 Labs' Services, and shall be liable for any loss, theft, or damage to 46 Labs' equipment located on Customer's premises.

7. Customer Cooperation

Provisioning and maintaining the Services shall require Customer's reasonable cooperation, including providing 46 Labs and its authorized third-party contractors with safe and reasonable access to Customer's premises as necessary to activate, maintain, and support the Services.

8. Confidentiality and Publicity

8.1 Confidentiality Obligations

Customer shall maintain the confidentiality of 46 Labs' Confidential Information and shall use at least the same degree of care as it employs to safeguard its own confidential information of a similar nature, but in no event less than a reasonable standard of care.

Customer shall take reasonable steps to ensure that its personnel, subcontractors, and subcontractor personnel comply with this Section. Such steps shall include obtaining written agreements binding such persons and entities to confidentiality obligations no less restrictive than those set forth in this Agreement.

If Customer is required by law to disclose Confidential Information, it shall provide prior written notice to 46 Labs and afford 46 Labs a reasonable opportunity to seek protective measures or otherwise limit such disclosure.

Customer acknowledges that monetary damages may be insufficient for unauthorized disclosure or use of Confidential Information, and 46 Labs shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law or in equity.

The obligations of confidentiality under this Agreement shall survive its termination and remain in effect for three (3) years thereafter.

8.2 Personal Information

Confidentiality obligations with respect to Customer's personal information are governed by the Privacy Policy ("PP"), as may be updated by 46 Labs from time to time.

8.3 Passwords

Customer shall create and maintain secure passwords to access account information online or when interacting with 46 Labs agents by phone. Customer shall keep all passwords and account credentials strictly confidential and shall be solely responsible for all activities conducted under its accounts. Customer shall promptly notify 46 Labs of any suspected or actual security breach, including loss, disclosure, or unauthorized use of its passwords or account credentials.

8.4 Publicity

Except for disclosures to attorneys, accountants, auditors, lenders, investors, Affiliates, prospective purchasers, in connection with actual or reasonably anticipated litigation or other legal proceedings, or as required by applicable law, regulation, court order, or governmental authority, neither Party shall disclose to any third party the terms of the Agreement without the prior written consent of the other Party. For the avoidance of doubt, either Party may disclose the existence of the business relationship between the Parties without the consent of the other Party.

9. Representations and Warranties

9.1 Customer Representations and Warranties

Customer represents and warrants that:

- (a) it has full power and authority to enter into this Agreement;
- (b) the individual executing this Agreement on its behalf has all requisite authority to bind Customer;
- (c) it shall comply with all applicable federal, state, local, and international laws, regulations, ordinances, and codes in its use of the Services, including United States export control laws;
- (d) it shall adhere to the laws of foreign jurisdictions when using the Services internationally; and
- (e) the address provided to 46 Labs for billing purposes is Customer's valid business street address.

9.2 46 Labs Representations and Warranties

9.2.1 Authority

46 Labs represents and warrants that:

- (a) it has full power and authority to enter into this Agreement and grant the rights set forth herein; and
- (b) the individual executing this Agreement on behalf of 46 Labs has all requisite authority to bind 46 Labs.

9.2.2 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 46 LABS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Without limiting the foregoing:

- 46 Labs shall not be liable to Customer or any Affiliate for any indirect, consequential, incidental, exemplary, reliance, cost-of-cover, special, punitive, or similar damages, under any theory of liability, arising out of or relating to the Services, including but not limited to lost profits, lost revenues, loss of contracts, service failures (including 911 or other emergency features), inability to perform, or third-party repair or replacement costs, even if 46 Labs was advised of the possibility of such damages.
- Customer shall be solely responsible for payment of any fees owed to vendors or third parties it engages, whether or not such fees result from errors or omissions by 46 Labs or others.
- If 46 Labs dispatches a technician, vendor, or local exchange carrier at Customer's request and the issue is determined to be caused by Customer's facilities, CPE, wiring, or other equipment, Customer shall reimburse 46 Labs for all associated costs.
- 46 Labs shall not be responsible for property damage or personal injury arising from the installation, maintenance, or removal of equipment, or the provisioning of Services. Customer shall indemnify and hold harmless 46 Labs from any claims, liabilities, or expenses (including attorneys' fees) arising from such damage or injury.
- No oral or written advice, statement, or information provided by 46 Labs or its personnel shall create any warranty not expressly set forth in this Agreement.
- Customer's sole remedies for Service-related claims shall be limited to Service Credits as described in the Service Level Agreement ("SLA").

9.2.3 Third-Party Content and Services

Certain Services may involve interaction with or reliance on third-party applications, content, or providers (including, without limitation, internet access and wireless data services). Customer acknowledges that:

- (a) 46 Labs is not a publisher of third-party information, applications, or content and is not responsible for any opinions, advice, statements, services, goods, or other content provided by third parties;
- (b) third-party content or service providers may impose additional fees, terms, and policies, for which Customer is solely responsible;
- (c) delays, errors, or omissions in third-party information or content may occur; and
- (d) neither 46 Labs nor its affiliates, providers, or partners shall be liable for any damages, losses, or injuries arising out of Customer's use of third-party applications, content, or services obtained through 46 Labs.

10. Indemnification

10.1 46 Labs' Indemnification of Customer

10.1.1 Misconduct

46 Labs will defend and indemnify Customer, its employees, directors, officers, and agents, from and against any damages, penalties, interest, expenses, liabilities, suit, proceeding or other claim asserted by a third-party and is caused by, arises from, or relates to damage to real or tangible personal property or personal injuries including death due to the gross negligence or willful act or omission of 46 Labs in the provision of Service by 46 Labs. This indemnification shall not apply to any entity who is a party to or an affiliate of a party to this Agreement.

10.1.2 Intellectual Property

If a Service provided by 46 Labs becomes, or if 46 Labs reasonably believes a Service it is providing may become, the subject of a suit, proceeding or other claim by an third party alleging the Service directly infringes the U.S. patent, trademark, trade secret or copyright rights of such entity, 46 Labs shall, at its own expense and option may seek to remedy the allegations through any combination of the following: (a) procure the right for 46 Labs to continue to provide the Service; (b) modify or replace the Service with a different service that has substantially similar functionality; (c) discontinue providing or direct the cessation of any use of the Service and refund to Customer a prorated portion of any fees paid for the affected Service through the date of Service discontinuation or cessation. Additionally, if the Service is determined by a court of competent jurisdiction to have directly infringed on an entity's Intellectual Property rights, or if such claim is settled, 46 Labs shall indemnify Customer for its reasonable legal fees incurred to defend itself against such claim up to and including the time of final disposition or settlement of such claim and any payment required to be made by Customer pursuant to such judgment or settlement.

10.2 Customer's Indemnification of 46 Labs

10.2.1 Customer will defend and indemnify 46 Labs, its employees, directors, officers and agents, from and against any damages, penalties, interest, expenses, liabilities, suit, proceeding or other claim asserted, threatened, brought by a third party that is caused by, arises from, or relates to: (a) damage to real or tangible personal property, personal injuries including death arising out of the gross negligence or willful act or omission of Customer in the use of the Service; (b) any fraud arising from Customer's use of the Service; (c) any failure of Customer to properly remit taxes on services ordered hereunder; (d) representations regarding the nature of Customer's traffic and any use, operation or resale of Service by Customer in contravention of this Agreement; (e) claims of libel or slander arising from Customer's use of the Service; (f) Customer's engagement of, or relationship or interaction with, any third party service provider.

10.3 Indemnification Notification, Procedure

The Indemnified Party will promptly notify the Indemnifying Party in writing no later than sixty (60) days after receipt of such notification of a potential claim. The Indemnifying Party may assume sole control of the defense of such claim and all related settlement negotiations. The Indemnified Party will provide the assistance, information, and authority necessary to assist the Indemnifying Party in its obligations. Neither party may settle any such matter without the consent of the other as to any settlement that imposes an obligation on, or requires any admission by, the other party. Failure of the Indemnified Party to promptly notify the other will not relieve the Indemnifying Party of its obligations except to the limited extent such delay prejudices the Indemnifying Party.

11. Limitations on Liability

11.1 Third Party Service Providers

46 Labs is not liable for any act or omission by any third-party company or companies furnishing a portion of the Services to Customer.

11.2 Limitation of 46 Labs Liability for Direct Damages

46 Labs' liability to Customer for any damage, including but not limited to property damage to Customer premises, service outages or problems, and personal injury, shall in no event be greater than an amount equal to the sum of the payments made by Customer to 46 Labs during the twelve (12) months immediately preceding the event for which losses or damages are claimed. By entering into this Agreement and remaining a Customer, Customer manifests its acceptance of this limitation on direct damages as fair and reasonable.

11.3 Indirect or Consequential Damages

Neither 46 Labs nor Customer shall be liable to the other for any indirect, incidental, exemplary, punitive, or consequential damages, whether foreseeable or not, including, but not limited to, damages from the loss of data, business goodwill or profits, savings or revenue, harm to

business, whether under contract, tort, including negligence, strict liability or any other theory of liability. A party's out-of-pocket costs for damages recovered by a third party shall be deemed to be indirect damages suffered by such party, except to the extent such damages are part of a claim for which indemnification is due under Section 10.

11.4 Service Interruption Credits

11.4.1 46 Labs Maximum Liability: 46 Labs' sole liability, and Customer's sole and exclusive remedy, under this Agreement for interruption of Service or failure of equipment shall be as described in the SLA and limited to no more than the amount of total MRC charged by 46 Labs to for the Service during the period of such interruption. Under no circumstances shall an interruption of the Services be deemed a breach of the Agreement.

11.4.1 Credit Limitations

All services are further subject to the credit limitations described in the SLA.

11.5 Delays

46 Labs shall not be liable to Customer for losses or damages resulting from its inability to provide Service or from any delay in meeting a scheduled Start of Service Date or a scheduled change in the Start of Service Date.

11.6 Force Majeure Events

In no event shall either party have any claim or right against the other party for any failure of performance, except for 46 Labs' right to seek payment of all accrued fees, due to causes beyond that party's reasonable control, including, but not limited to: acts of God, earthquake, fire, explosion, vandalism, fiber optic cable cut, storm, flood or other similar catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over either of the Parties or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more said governments, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; acts of terrorism; riots; wars; strikes; lock-outs, work stoppages or other labor difficulties; actions or inactions of third party providers or suppliers; or supplier failures, shortages, breaches or delays (individually and collectively referred to as a "Force Majeure Event").

11.7 Customer's Failure to Fulfill Obligations

46 Labs shall not be liable to Customer or any third party for Customer's failure to fulfill its obligations, including, without limitation, Customer: (a) obtaining, installing and maintaining all necessary equipment, materials, and supplies for interconnecting Customer or third party facilities, services, equipment or systems to Services; (b) securing all licenses, permits, approvals, rights-of-way, access rights, including ingress and egress from buildings, and other arrangements necessary to install, receive and use Services; (c) ensuring that Customer or third-

party facilities, services, equipment or systems interface properly with Services; (d) that the signals delivered to 46 Labs' Service are fully compliant with industry standards and that such signals do not damage 46 Labs property or personnel, or degrade Service to other Customers of 46 Labs; and (e) Customer use of non-approved Services.

11.8 VIOLATION OF AUP

IN NO EVENT WILL 46 LABS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THE ACCEPTABLE USE POLICIES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF 46 LABS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF 46 LABS IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY AGREEMENT BETWEEN 46 LABS AND ANY APPLICABLE USER AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY APPLICABLE LAWS.

11.9 Billing Errors

46 Labs' obligation with respect to any errors resulting in Customer overpayments for Service is limited to granting invoice credits equal to the dollar amounts erroneously billed. Under no circumstances will any billing error affect the Customer's obligation to pay for Services rendered and used.

11.10 Third Party

Customer is solely responsible for its interaction and relationship with any third-party provider that it may engage for any purpose. If Customer has a dispute with a third-party service provider, Customer agrees that 46 Labs is not liable for any claims or damages arising out of or connected with such dispute. 46 Labs reserves the right, but has no obligation, to monitor any such dispute.

12 Term, Termination, Notice

12.1 Term.

12.1.1 The Term of the Agreement shall commence on the Start of Service Date and shall continue for the initial Service Order Term as set forth in the Customer's initial SO. After such initial term, the Agreement shall automatically renew for successive one (1) year terms unless terminated in writing ninety (90) days prior to the renewal date by 46 Labs or by Customer pursuant to the Notice provisions of this Agreement. Further, this Agreement shall terminate only upon the completion or termination of all associated SOs.

12.1.2 Effect of Auto Renewal on MRC: Any Service that is automatically renewed under this

Section shall be subject to an annual MRC price increase of five (5%) of the current contracted rate for the renewal term.

12.2 Termination: 46 Labs may elect in its sole discretion to terminate this Agreement and any outstanding SO(s) immediately for any reason enumerated under Section 3.2. 46 Labs may terminate this Agreement or any SOs, at its option upon providing Customer with written notice of such election. In such event, the effective date of the termination shall be thirty (30) days from the date of such notice. 46 Labs shall not be liable to Customer or any third party for any reason for terminating or suspending Customer's use of or access to the Services. Customer may cancel the Service by emailing 46 Labs at support@46labs.com, AND by giving written notice to 46 Labs as provided in Section 12.3, with the words "Attention: Service Disconnection Request" prominently written on the outside of the envelope or in the subject line of the email, no less than forty-five (45) days prior to the effective date of such cancellation. 46 Labs shall begin the disconnection process upon receipt of notification from the Customer. Charges shall continue until 46 Labs and any underlying carriers complete the disconnection process, or forty-five (45) days, whichever is later. 46 Labs recommends Customer ensures any replacement services are operational before requesting disconnection, as 46 Labs is not responsible for any interruption or failure of service once disconnection has been requested by Customer. Once disconnection has been requested, service may disconnect at any time after forty-five (45) days without prior notice to Customer.

12.3 Notice

12.3.1 Legal Notice: Unless specified differently in this Section, all notices, demands, consents, requests, approvals, authorizations, or other communication which Customer is required or desires to give or make to 46 Labs shall be in writing and shall be effective (a) immediately upon hand delivery, (b) on the next business day if sent by a generally recognized overnight delivery service (subject to confirmation of receipt from the service), (c) on the date received if sent by United States certified or registered mail, return receipt requested or, (d) email to the address(es) listed below with receipt or reply confirmation.

By Mail to:

46 Labs
Attn: Legal
1503 E. 19th St.
Edmond, OK 73013

By E-mail to:

46 Labs
legal@46labs.com

12.3.2 Service Credits, Customer Billing Inquiries and Address Changes: Service Credit requests, customer name and address changes, billing inquiries and requests for changes to Customer contact information should be sent to support@46labs.com.

12.3.3 Customer Notices: Notices to Customer shall be sent to the primary contact email,

Customer billing email or Customer billing mailing address as indicated on the initial Customer SO.

13. Miscellaneous Provisions

13.1 Compliance with Law

Each Party shall comply at all times with all applicable federal, state, and local statutes, ordinances, regulations, and orders of governmental authorities in connection with its performance under this Agreement.

13.2 Change of Contact Information

Customer shall promptly notify 46 Labs of any change in its contact, billing, or legal information. Customer shall provide such notice within ten (10) business days of the change, in accordance with the notice provisions of this Agreement.

13.3 Relationship of the Parties

The Parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, or other relationship between the Parties. Neither Party shall have authority to bind the other or incur obligations on the other's behalf, and no representation to the contrary shall be binding.

13.4 Amendment

This Agreement may be amended only by a written instrument expressly stating its intent to amend this Agreement, signed by authorized representatives of both Parties by ink or a commercially recognized electronic signature service.

13.5 Service Orders and Signatures

46 Labs shall not be bound by the terms of this Agreement or any related document unless the Agreement and all applicable Service Orders are duly executed by Customer through a handwritten or commercially recognized electronic signature by an authorized officer.

13.6 Survival

The following provisions shall survive termination or expiration of this Agreement: Sections 2 (Definitions), 4.6 (Early Termination Liability), 6.2 (Return of Equipment), 8 (Confidentiality), 9 (Warranties), 10 (Indemnification), 12 (Term), 13.7 (Governing Law), and 13.8 (No Waiver), together with any related obligations. Survival includes, without limitation, all payment obligations accrued prior to termination.

13.7 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

All disputes shall be brought exclusively in the federal or state courts located in the State of Texas, and each Party hereby submits to the personal jurisdiction of such courts. Each Party irrevocably waives any objection to venue or claim of inconvenient forum.

THE PARTIES EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. The prevailing Party in any such action shall be entitled to recover reasonable attorneys' fees, court costs, investigation expenses, and related costs.

13.8 No Waiver

The failure of either Party to enforce any right or remedy under this Agreement shall not be deemed a waiver of such right or remedy in the future. No waiver shall be effective unless set forth in a written instrument signed by the Parties, and such waiver shall be effective only for the specific purpose and instance stated therein.

13.9 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the Parties agree that such provision shall be restated to reflect the Parties' original intent as closely as possible, and the remainder of this Agreement shall remain valid and enforceable.

13.10 Assignment

Neither Party may assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the other Party, except that 46 Labs may assign its rights and obligations to an Affiliate upon written notice to Customer. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

13.11 No Third-Party Beneficiaries

This Agreement and all associated Service Orders are solely for the benefit of the Parties hereto and are not intended to, and shall not, confer any rights or benefits on any third party.

13.12 Interpretation

This Agreement shall not be construed for or against either Party by reason of authorship. The Parties acknowledge that both have had the opportunity to review and negotiate this Agreement.

13.13 Headings

Headings are for convenience and reference only and shall not affect the interpretation of this Agreement.

13.14 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart execution, including via e-signature, facsimile, or email, shall be deemed binding as if executed in original ink.

Attachment 1

Acceptable Use Policy (AUP)

46 Labs has adopted this Acceptable Use Policy (“AUP”) to promote the responsible use of its Services and to ensure that Users receive secure, reliable, and productive Services. By using the Services, Users agree to comply with this AUP.

1. Definitions

1.1 “46 Labs Network and Services” means 46 Labs’ websites, networks, systems, services, products, and the networks of underlying circuit providers supporting such services.

1.2 “Laws” means all applicable international, federal, state, and local laws, regulations, and codes, including but not limited to those related to: intellectual property; trade secrets; wire fraud; telemarketing; data privacy (including GDPR); call recording (including ECPA and all single- or multi-party consent laws); anti-spam; unsolicited marketing (including CAN-SPAM Act, TCPA, and Do-Not-Call rules); export controls; embargo restrictions; anti-bribery laws (including the U.S. Foreign Corrupt Practices Act); and NPAC acceptable use policies.

1.3 “Spam” means unsolicited messages (email, phone, or otherwise), including unsolicited bulk email reasonably likely to provoke complaints from recipients.

2. Suspension and Termination

Any User that 46 Labs determines to be in violation of this AUP may be subject to immediate suspension or termination of Services without notice. 46 Labs may take any further action it deems necessary to prevent repeat violations and shall have no liability for damages resulting from such actions.

3. Prohibited Conduct

The 46 Labs Network and Services must be used only for lawful purposes and in accordance with their intended purpose. Users shall not:

- (a) violate any applicable Laws;
- (b) use the Services in a manner that adversely affects the 46 Labs Network, other customers, or exposes 46 Labs to liability;
- (c) cause harm to persons or property;
- (d) violate industry standards or third-party policies (including CTIA, MMA, NENA, or carrier requirements);
- (e) post repetitive or harassing messages in forums, groups, or lists;
- (f) transmit harassing, abusive, or threatening material;
- (g) distribute viruses, malware, worms, or harmful code;
- (h) reverse-engineer or attempt to access the Services’ source code;
- (i) launch or facilitate denial-of-service or other attacks;
- (j) scan, probe, or attempt to bypass security measures without authorization;

- (k) falsify User information;
- (l) operate an “open relay” mail server;
- (m) send unsolicited communications (calls, messages, emails, or advertising); or
- (n) use the Services for cryptocurrency or NFT-related activities.

4. Inappropriate Content

Users shall not use the Services to transmit, distribute, or store material deemed inappropriate by 46 Labs, including obscene, pornographic, defamatory, abusive, hateful, excessively violent, or otherwise objectionable content.

5. Intellectual Property

Users shall not use the Services in a manner that infringes, dilutes, misappropriates, or violates any third party’s or 46 Labs’ intellectual property or proprietary rights. Domain names used with the Services must not violate trademarks or service marks of 46 Labs or any third party.

6. Harmful Content

Users shall not distribute material that may damage, disrupt, or interfere with the Services or any third party’s systems or networks.

7. Fraudulent or Misleading Content

Users shall not transmit fraudulent offers, deceptive advertising, or false statements. Users may not submit inaccurate information on contracts, orders, or applications, including fraudulent use of credit cards.

8. Spam

Users shall not transmit Spam using the Services. Prohibited conduct includes:

- (a) sending excessive or harassing email;
- (b) continuing to email a recipient who has opted out;
- (c) using forged header information;
- (d) sending malicious or abusive email;
- (e) violating third-party email policies; or
- (f) using an email account solely as data storage.

Use of another provider’s services to send Spam that promotes a site or service connected to 46 Labs is also prohibited.

9. Third-Party Rules; Usenet

Users accessing third-party platforms (e.g., search engines, subscription services, USENET) must comply with the rules and policies governing those platforms.

10. Unauthorized Use and Inappropriate Actions

Users may not engage in actions that harm or interfere with the Services, including flooding, mail bombing, denial-of-service attacks, or security violations. Attempted security violations (e.g., scanning or probing) are also prohibited.

46 Labs may investigate such activity, cooperate with law enforcement, and disclose User identity where necessary. 46 Labs shall not provide credits or accept liability for misuse or abuse of Services by Customer, its employees, agents, or third parties.

11. Responsibility for Content

Except for its own Service Terms, 46 Labs does not assume responsibility for content created or accessible through the Services. If 46 Labs becomes aware of material that may violate this AUP or create liability, it may block access, suspend, or terminate Service, and cooperate with legal authorities in investigating misconduct.

12. Modification

46 Labs may modify this AUP at any time, and such modifications shall become effective upon posting to the 46 Labs website. Continued use of the Services after posting constitutes acceptance.

13. Violations

Violations of this AUP may be reported to support@46labs.com.

Attachment 2

Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) becomes effective upon installation of the Services and sets forth 46 Labs’ commitments regarding service quality and availability. This SLA states Customer’s sole and exclusive remedies for service interruptions or deficiencies. The SLA applies to all Services provided by 46 Labs during the Term, subject to the limitations herein.

2. Definitions

2.1 “Emergency Maintenance” means unplanned maintenance required to address a critical service issue. 46 Labs will provide at least four (4) hours’ advance notice where practicable.

2.2 “Maintenance Window” means scheduled downtime, whether for Scheduled Maintenance or Emergency Maintenance, required to upgrade or maintain hardware, software, or service capacity.

2.3 “Scheduled Maintenance” means planned maintenance of the Services. 46 Labs will use commercially reasonable efforts to provide prior notice by email.

2.4 “Service Downtime” means the time during which Services are unavailable below the “Uptime Minimum” in a given month, subject to Section 7. The **Uptime Minimum** shall equal at least ninety-nine and ninety-nine one-hundredths percent (99.99%) availability in each calendar month.

3. Service Commitment

46 Labs shall use commercially reasonable efforts to maintain service quality and availability consistent with industry standards, government regulations, and sound business practices. Routine daily maintenance shall, whenever possible, be performed between 10:00 p.m. and 8:00 a.m. Eastern Time. Extended maintenance shall, whenever possible, be scheduled on weekends between 6:00 p.m. Saturday and 8:00 a.m. Monday, unless otherwise communicated to Customer.

4. Service Availability

Services and Customer content shall be accessible to Customer’s authorized users twenty-four (24) hours per day, seven (7) days per week, excluding maintenance windows.

5. Service Redundancy, Disaster Recovery, and Failover

If Customer subscribes to a redundant Service option, then in the event of a data center failure or interruption, 46 Labs shall promptly and diligently attempt restoration. If the primary data center cannot resume Services within a reasonable time, 46 Labs shall failover Customer’s production environment to its redundant facility. Recovery time shall not exceed forty-eight (48) hours, and the redundant facility shall support 100% of Customer’s normal operating capacity.

6. SLA Credits for Service Downtime

Service Availability	Service Credit
$\geq 99.99\%$	No Credit
99.99% – 98.00%	5% Service Credit
$\leq 98.00\%$	10% Service Credit

7. Limitations on Service Downtime

Service Downtime shall not include periods of unavailability resulting from:

- (a) Maintenance Windows;
- (b) acts or omissions of Customer or third parties not under 46 Labs' control;
- (c) hardware, software, networks, or equipment not provided or managed by 46 Labs;
- (d) third-party providers other than 46 Labs or its agents;
- (e) failures of the public Internet;
- (f) force majeure events (as described in the MSA); or
- (g) denial of access to 46 Labs personnel required to investigate or correct issues.

8. Credit Request Procedure

To receive SLA credits, Customer must submit a written request within ten (10) calendar days of the incident. Requests must be sent to:

By Mail:

46 Labs LLC
1503 E. 19th St.
Edmond, OK 73013

By Email:

support@46labs.com

Subject: "SLA Credit Request"

Credits shall be applied only to the billing month in which the downtime occurred and are subject to the liability limitations in the MSA.

9. Limitations on Credit Allowances

No credit will be issued in connection with:

- (a) suspensions or terminations due to nonpayment, unlawful use, or other breaches by Customer;
- (b) interruptions caused by Customer, its authorized users, or other third parties outside 46 Labs' control;

- (c) failures of Customer equipment, including CPE;
- (d) power failures where Customer is responsible for providing power;
- (e) denial of access to 46 Labs' facilities or equipment;
- (f) periods of Scheduled Maintenance or maintenance requested by Customer; or
- (g) force majeure events.

10. Service Failure Termination

If Service Uptime falls below 98.00% for three (3) months within any consecutive four (4) month period, Customer may terminate the affected Service Order without Early Termination Liability. To exercise this right, Customer must provide written notice within fifteen (15) days following the last downtime event.