PeerEdge Enterprise 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.

1.1 Any mutually agreed upon Service Order or amendment thereto, properly executed by authorized representatives of both 46 Labs and Customer

1.2 This Master Service Agreement and exhibits to this MSA

1.3 Applicable Service Schedules

1.4 Applicable supplemental terms and conditions, including Service Support Agreement and Privacy Policies

The MSA, Service Support Agreement, and Privacy Policy are available at http://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" shall mean 46 Labs Communications, its subsidiaries and affiliate companies.

2.2 "Affiliate" shall mean, with respect to a specified entity, (i) an entity that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of the company; or (ii) an entity that directly or indirectly through one or more intermediaries, is controlled by the company, in each case where the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise.

2.3 "Agreement" shall mean and refer to the collective agreements between the parties including this MSA, all associated Service Schedules and Service Orders.

2.4 "Amendment" shall mean a written amendment, executed by both Parties, to the MSA or any Service Order associated with this Agreement.

2.5 "AUP" or "Acceptable Use Policy" shall mean and refer to the acceptable use policy incorporated into this MSA as Attachment 1.

2.6 "Billing Disputes" shall be as described in Section 5.

2.7 "Confidential Information" shall mean and include 46 Labs pricing, trade secrets as defined under applicable law, and all information, whether provided in writing, orally, visually, electronically or by other means, whether or not marked as "confidential" or "proprietary," related to the Services or business of 46 Labs, including, but not limited to, the terms and conditions of the Agreement. Confidential Information shall not include information (a) already lawfully known to or independently developed by Customer as evidenced by its written records, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from third parties without any obligation of confidentiality.

2.8 "Credit Card Surcharge" shall mean the three percent (3%) surcharge applied to the total amount paid by Customer if they elect to pay by credit card.

2.9 "Customer" shall be the party using the Service as further described in an accompanying SO and SS.

2.10 "CPE" or "Customer Provided Equipment" shall mean equipment provided, purchased, or managed by the customer as part of the delivery of Services under this Agreement.

2.11 "Early Termination Liability" or "ETL" shall mean:

2.11.1 In the event Service is terminated following 46 Labs acceptance of the applicable SO but prior to the Start of Service Date, Customer shall pay ETL equal to the costs and expenses incurred by 46 Labs in installing or preparing to install the Service plus twenty percent (20%).

2.11.2 If Service is terminated on or following the Start of Service Date but prior to the end of the applicable Service Order Term, Customer shall pay ETL equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

2.11.2.1 100% of the monthly recurring charges with respect to months 1-12 of the Service Order Term; plus

2.11.2.2 80% of the monthly recurring charges with respect to months 13-24 of the Service Order Term; plus

2.11.2.3 65% of the monthly recurring charges with respect to months 25 through the end of the Service Order Term; plus

2.11.2.4 100% of any remaining, unpaid installation fees.

2.11.3 ETL shall be immediately due and payable upon cancellation or termination and shall be in addition to all accrued and unpaid charges for the Service through the date of cancellation. ETL may, at 46 Labs sole discretion, be waived where the Customer orders and implements a replacement service on a term and value substantially similar to the cancelled service; or the Customer upgrades a continuing service on a term and value substantially similar to the cancelled service.

2.12 "Hyperconverged Application Service" refers to the optional third-party services that can be managed by the 46 Labs Services as more fully described in the Hyperconverged Application Service Schedule and on an accompanying SO.

2.13 "Indemnified Party" shall mean the party to this Agreement seeking Indemnification under Section 10 by reason of having a claim made against it.

2.14 "Indemnifying Party" shall mean the party responsible for providing indemnification under Section 10.

2.15 "Infrastructure Services" shall mean and refer to the managed data and device services as described in the Infrastructure Services Schedule attached hereto.

2.16 "Monthly Recurring Charge" or "MRC" shall mean fees for Services that are fixed in amount and not dependent on usage.

2.17 "Monthly Usage Charge" or "MUC" shall mean fees for services that are variable in amount and are based on Customer usage.

2.18 "MSA" shall refer to and mean this Master Service Agreement.

2.19 "Non-recurring Charge" or "NRC" shall mean one-time fees for a discrete service as described the applicable SO and may include professional services, set-up, installation, upgrade, relocation, or other such onetime, non-refundable charges.

2.20 "Normal Usage" shall mean less than two-thousand five hundred (2,500) inbound, outbound or toll free local or long-distance minutes or text messages in aggregate per month per subscriber line, SIP trunk, hosted seat, PRI/T-1 trunk/DS0 or analog line. By way of example only, a Customer who contracts for 50 sip trunks, if the Customer's total monthly local/long distance inbound minutes or local/long distance outbound minutes (as applicable) exceeds 125,000 minutes / per month (2,500 minutes/sip trunk x 50 trunks) that would be considered in excess of Normal Usage.

2.21 "Privacy Policy" or "PP" shall mean and refer to the Services Privacy Policy available at http://www.46labs.com/Peeredge_Enterprise_Service_Terms.

2.22 "Regulatory Change" shall mean to the imposition of new regulations, modifications of existing regulations, new interpretation, application, or enforcement of, or exercise of authority related to, any regulation or finding of any federal, state and/or local regulatory agency, legislative body, or a court of competent jurisdiction, including, without limitation, the imposition of any fees, surcharges, and/or taxes in reliance on or because of the same.

2.23 "Service" shall refer to the 46 Labs data, device and management services and all associated software applications, hardware, documentation, or equipment supplied by 46 Labs, or a third-party by the direction of 46 Labs, in addition to the Services described in the SO.

2.24 "Service Level Agreement" or "SLA" shall mean the terms and conditions for service outages as described in Attachment 2

2.25 "SS" or "Service Schedule" shall mean and refer to the terms and conditions for the specific products and services as described in any applicable SO.

2.26 "Service Credit" refers to a credit for a service failure as further described in the SLA.

2.27 "SO" or "Service Order" shall mean and refer to any 46 Labs Service Order associated with the Agreement and may include orders on a service order form or requests for changes to service made by a User through the 46 labs services portal.

2.28 "Service Order Term" shall have the meaning and duration as set forth in the associated SO.

2.29 "Support Service Agreement" or "SSA" shall mean and refer to the Service Support Agreement available for review at http://www.46Labs.com/Service_Support_Agreement.

2.30 "Start of Service Date" shall mean the date the Services are installed at the requested customer installation location, accessible through the 46 Labs Customer portal and available to the Customer for use.

2.31 "Tax Exempt Document" shall mean the Customer provided tax-exempt certification showing proof they are not subject sales, use, or regulatory taxes.

2.32 "Term" shall have the meaning set forth in Section 12.

2.33 "User" shall mean the Customer and their authorized end-users of the Services.

2.34 "VOIP Services" shall mean and refer to the voice over internet phone services as described in the VOIP Services Schedule attached hereto.

2.35 "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.

2.36 "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 and Requirements

3.1 Service Start Date and Availability

3.1.1 General Service Limitations

The Service is offered subject to the availability, at 46 Labs' sole discretion, of all necessary facilities, including those obtained or leased from third parties. Additional limitations or requirements may be set forth in the associated Service Schedule (SS). Delivery of service to the Customer's facility may require construction, which could result in extended implementation timelines, additional one-time build-out costs, and/or increases to the Monthly Recurring Charges (MRC).

3.1.2 Reseller Services

46 Labs operates as a reseller and network provider for certain services, facilities, and equipment sourced from third parties. Service initiation may be prevented due to limitations of these third-party facilities or other constraints. 46 Labs does not guarantee any requested service start date or ensure that it or its underlying network/facility providers will meet projected service turn-up dates. Any statements or representations to the contrary are null and void.

3.2 46 Labs' Right to Suspend or Terminate

3.2.1 Suspension for Fraud, Network Impact, or Legal Compliance

46 Labs may suspend or discontinue the Service including blocking connectivity to or from specific countries, cities, or regions or immediately terminate the Customer's account and this Agreement, without notice or liability, if 46 Labs determines such action is necessary to prevent or protect against:

- Fraud or suspected fraud
- Network blockage or degradation that adversely impacts Customer, other customers, or 46 Labs' operations
- Legal or regulatory obligations, including:

(a) Violation of the Acceptable Use Policy (AUP)

(b) Misuse of the Service that disrupts network performance

(c) Use or threatened use of the Service for unlawful, fraudulent, or prohibited purposes

(d) Orders or requests from governmental authorities

(e) Changes in law or regulation that materially impair 46 Labs' ability to deliver the Service

(f) Violation of the Fair Use Policy (FUP)

(g) Violation of any applicable FCC, FTC, or other regulatory rule or law

Any statements or assurances to the contrary shall be deemed null and void.

3.2.2 Suspension for Customer's Failure to Perform

46 Labs may suspend, terminate, or require the Customer to provide a security deposit if any of the following occur:

(a) Failure to pay any undisputed amount by the due date

(b) Failure to cure any material breach of this Agreement within ten (10) days after receiving written notice

(c) Exceeding any credit limit or prepaid balance established by 46 Labs

(d) Fraudulent payment arrangements, including false credit information or use of a stolen/misused credit card

(e) Reasonable concern regarding the Customer's ability to meet payment obligations

(f) Voluntary or involuntary bankruptcy filings naming Customer as debtor

(g) Customer communicates an intent to breach or fail to comply with Agreement terms, including payment obligations

3.2.3 Customer Payment Obligation

Customer remains responsible for payment of all Monthly Recurring Charges (MRCs) through the effective date of any disconnection or termination.

3.2.4 Service Reconnection

If service is suspended, terminated, or altered under this Section and the Customer later resolves the issue, reconnection may take up to thirty (30) business days.

3.2.5 Regulatory Changes and Fees

All fees in this Agreement are subject to change in response to regulatory actions. 46 Labs reserves the right, at any time (including retroactively), to:

1. Pass through to Customer any fees, surcharges, or taxes related to such regulatory changes, and/or

2. Adjust rates, terms, or conditions of this Agreement to reflect the financial impact of regulatory changes, including any third-party actions taken in response.

3.3 Service Requirements and Right to Alter Service

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

(a) Modify the methods, processes, or suppliers used to provide the Service;

(b) Change the facilities used to deliver the Service; or

(c) Substitute a comparable Service for the one currently being provided.

When such alterations, changes, or substitutions may materially impact affected Customers, 46 Labs will provide advance notice where reasonably practicable.

3.4 Service Start Date

46 Labs will use commercially reasonable efforts to activate the Services by the agreed-upon date specified in the applicable Service Order (SO). However, due to reliance on third parties including the Customer to complete prerequisite tasks and provide necessary information, 46 Labs cannot guarantee activation by a specific date.

Customer obligations and considerations include:

Service Transition – Customer is responsible for canceling any communication services that the 46 Labs Services will replace and for paying any associated fees. Customers are strongly advised not to cancel existing services until receiving written confirmation that porting has been successfully completed.

Expedited Installation – Requests for expedited installation may accelerate order processing, but do not guarantee a specific installation date. Payments for expedited services are non-refundable, even if the requested installation date is not met.

Rescheduling – If Customer requests a change to a scheduled service date within six (6) business days of the originally scheduled date, a rescheduling fee will apply.

3.5 Service Availability

Service availability is defined separately in the Service Level Agreement (SLA), meaning details like uptime commitments, service guarantees, and remedies are outlined there, not in this section.

4 Billing and Payment Arrangements

4.1 Form of Invoice

46 Labs shall deliver invoices for Services by either email, web portal or surface mail. Any invoice delivered by any of these methods shall constitute a valid bill for Services.

4.2 Payment, Due Date

4.2.1 Payment Obligation. Services Generally. Customer shall pay for all Services ordered from 46 Labs, pursuant to the terms and rates set forth in the SO. Customer's obligation to pay for Services and the associated MRC and NRC fees shall begin on the Start of Service Date. Customer shall timely pay the full amount invoiced less any Billing Dispute, even if Customer expects a portion of the invoiced amount to be paid or reimbursed by a future credit. Payments shall be due thirty days (net 30) from the date of the invoice. Undisputed amounts which are not paid in full when due will be past due and subject to an additional fee equal to the lesser of one-and-one-half percent (1.5%) per month late payment fee or the maximum monthly rate permitted by law. In the event of non-payment of any past due invoice due or a material breach of this Agreement, all outstanding invoices, including any unbilled usage charges shall become immediately due and payable, and Customer shall be considered in default.

4.2.1.1 Post payment of non-recurring items and charges. For an MRC that begins after the first day of the month, such fees will be prorated for the initial billing period. Each month, 46 Labs shall bill Customer in arrears for MUCs, non-recurring and prorated monthly fees. MRCs that begin or are terminated between the Start of Service Date and the end of a billing period will be prorated.

4.2.1.2 Prepayment of third-party fees. Unless Customer receives credit approval in writing from 46 Labs, the Customer will be invoiced for all third-party service or equipment charges on a prepaid basis.

4.3 Customer Credit

If Customer requests credit from 46 Labs, it agrees that 46 Labs may request credit information from third parties, and Customer authorizes the release of such information.

4.4 Forms of Payment

Acceptable forms of payment include ACH and wire transfers. Payment by paper check or cash is not acceptable. 46 Labs may, in its sole discretion, accept payment by credit card. A Credit Card Surcharge will be applied to the total amount paid using a credit card. If Customer pays 46 Labs by credit card, then Customer's continued use of Services after Customer's payment to 46 Labs appears on Customer's credit card account, shall be construed as Customer's acknowledgement of the validity of such as undisputed fees. Thereafter, Customer waives all rights to reverse such fees and shall be responsible for all expenses and fees 46 Labs incurs for contesting a Customer's attempt to reverse the credit card charges.

4.5 Taxes, Surcharges and Other Related Fees

4.5.1 Taxes

4.5.1.1 Service fees are exclusive of all taxes, fees, tax-related surcharges, and tax-like surcharges as enumerated below. Customer shall be responsible for, and must pay, all taxes, including, without limitation, sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, consumption and other taxes, fees, duties, charges, or surcharges, roaming charges, however designated, and imposed directly on 46 Labs based on the provision, sale, or use of Service.

4.5.1.2 If Customer believes it, or the Services it receives and uses, are exempt from any tax, Customer will provide 46 Labs with a properly executed Tax Exempt Document in a form acceptable to 46 Labs that evidences the exemption claimed. Customer shall renew such certification annually and shall provide evidence of such continuing certification upon request by 46 Labs. In the event Customer fails to renew its tax-exempt certification, or if its tax-exempt certification is repealed, Customer shall be responsible to 46 Labs for all such taxes from the date Customer's tax-exempt certification became invalid. Tax exemption will only apply to taxes incurred after the date 46 Labs receives the updated Tax Exempt Document. Customer may submit their annual Tax Exempt Document to legal@46labs.com.

4.5.2 Cost Recovery. When an applicable service is regulated or as provided or required by law, 46 Labs may impose recovery fees for certain services to recover costs associated with regulatory compliance, administrative and network facilities costs. These will be described as cost recovery fees on the invoice for the associated service.

4.5.3 Installation Fees. Quoted installation fees contemplate installations in normal locations under normal working conditions during regular business hours. Any installations under other circumstances including, but not limited to, hazardous locations, on an expedited basis outside of standard installation intervals will be subject to additional fees.

4.5.4 Third Party Service Charges. If an entity other than 46 Labs imposes fees on 46 Labs in connection with the provisioning of Service to Customer such fees will be invoiced by 46 Labs at a rate of cost plus 20% of the fee.

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.

Unless otherwise prohibited by law, Customer shall reimburse 46 Labs for any costs incurred by 46 Labs in undertaking any collection activity, including, but not limited to, the reimbursement of reasonable attorneys' fees. Reasonable attorney's fees shall include the time and costs associated with 46 Labs' in-house legal staff efforts related to the collection activity. For purposes of calculating the time and costs, the Parties stipulate that 46 Labs' in-house legal staff's time shall be billed at $350.00 per hour.

4.8 Right of Offset.

If Customer defaults on any payment obligation owed 46 Labs under any agreement for more than thirty (30) days and 46 Labs has funds that are owed the defaulting Customer, 46 Labs may offset that which it is owed by first applying such funds to the full balance due by the defaulting Customer. Any amount remaining following the offset shall be remitted to Customer in the normal course of business.

4.9 No Rollover.

Unused Monthly base capacities for all services, including but not limited to minutes or text bundles, do not rollover into subsequent months.

5 Billing Disputes.

5.1 Customer Obligation.

Customer's sole recourse for disputed fees shall be as outlined in this section. Any invoices issued to Customer shall be deemed correct and binding on the Customer unless Customer files a dispute according to the provisions of this Section. Customer shall timely pay the full amount invoiced subject to Billing Disputes described in this Section, even if Customer expects a portion of the invoiced amount to be paid or reimbursed in the future by a third party. Customer shall also pay any repair, telephone charges and fees for inspection, installation or repair of wiring performed on Customer's premises for the additional fees set forth in the Customer Policies.

5.2 Requirements for Valid Dispute.

An invoiced fee will be deemed disputed by Customer if, and only if: (a) Customer believes in good faith that the fee was invoiced in error; (b) Customer provides 46 Labs written notice of the disputed fee no later than ten (10) days from the date of the invoice on which the fee first appeared; and (c) Customer's notice of the disputed fee includes the amount of the disputed fee, the reason the fee is disputed, and documentation supporting the dispute, and (d) Customer provides all documents supporting each dispute. Customer shall not have the right to withhold any amount not properly disputed. If Customer does not dispute fees on the invoice within ten (10) days from the date of the invoice, then the invoice will be deemed to be correct.

5.3 Resolution of Disputed Fees.

46 Labs shall have the right to determine, in good faith, the merit of each dispute and Customer's associated payment obligation. 46 Labs will investigate all billing disputes and notify Customer in writing that: (a) a credit will be issued to reverse any amount that 46 Labs determines was incorrectly billed, or (b) 46 Labs has determined that the disputed was invoiced correctly. After a billing dispute is resolved, if the dispute is resolved in 46 Labs' favor, Customer will, within five (5) business days of such resolution, remit to 46 Labs any required payment, plus interest at the lower of one and one-half percent (1.5%) per month or the maximum rate permissible under applicable state law, calculated from the due date until the date payment is received by 46 Labs. Failure to pay such amount in full within such five (5) day period shall be a breach of the Agreement and shall entitle 46 Labs, in addition to its other remedies at law or equity, to terminate all Services to Customer without notice and without liability of any kind or amount. If the dispute is resolved in Customer's favor, and Customer withheld payment of the disputed amount, then 46 Labs will issue a credit to reverse the amount incorrectly billed. If the dispute is resolved in Customer's favor and Customer previously paid the disputed amount, then 46 Labs will issue a credit to reverse the amount incorrectly billed and apply such credit against Customer's next invoice(s). If Customer is no longer being invoiced by 46 Labs, 46 Labs will remit to Customer the amount of the credit in US dollars within forty-five (45) days of the date of such credit.

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

6.1 Services and Customer Equipment Supplied by 46 Labs.

6.1.1 License to Services.

46 Labs grants to 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 term of the appropriate SO solely for use with the service specified in such SO and in accordance with the Agreement.

6.1.2 Ownership of Services.

Either 46 Labs or other third-parties own and will continue to own the Services. Customer may not decompile, reverse engineer, or otherwise use any software code from any Services provided by 46 Labs or its suppliers. Some software necessary to fully utilize the full functionality of the Services may require Customer to accept additional terms and conditions required by the third-

party providers of such services. If Customer has purchased or leased equipment from 46 Labs or its certified third-party leasing company, then the Customer must install equipment in accordance with instructions provided by 46 Labs (or its third-party vendor). Customer may not change the settings on any equipment supplied by 46 Labs or its agents without 46 Labs' express written consent. In addition, 46 Labs-provided equipment must be used solely for the purpose of Service utilization. 46 Labs will use commercially reasonable efforts to supply and configure the equipment to allow Customer to use the Services, unless Customer is supplying its own equipment or purchasing it from a third party (including a 46 Labs authorized dealer or fulfillment partner). Customer acknowledges any equipment it leases or purchases, through 46 Labs or a recommended fulfillment partner, is only designed to work with 46 Labs' Services. If Customer or 46 Labs terminates Services for ANY REASON, Customer will NOT be eligible for a refund, either full or partial, for any fees paid by Customer for equipment, or for third party-supplied equipment.

6.2 Return of Equipment.

Customer agrees to return all equipment provided 46 Labs or third-party vendors within thirty (30) days of (a) the termination of Services for any reason or (b) upon receiving replacement equipment for non-functioning equipment or as part of a Service upgrade. The equipment must be returned in the same condition as received, normal wear and tear excepted. Customer may receive a prepaid shipping label by emailing the request to support@46labs.com. Please include your company name, address, and telephone number in the request. If Customer fails to return all the equipment within thirty (30) day period, 46 Labs shall invoice Customer for the current replacement cost of any equipment not returned, plus applicable taxes.

6.3 Equipment Maintenance.

46 Labs shall not replace, and the Customer shall be responsible for the full cost of replacement of deployed 46 Labs Equipment on Customer premise in the event of damage: (a) caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external causes at the Customer facility; (b) caused by operating the Service outside the permitted or intended uses described by 46 Labs; (c) caused by service (including upgrades and expansions) performed by anyone who is not a representative of 46 Labs; (d) to a service or part of the service that has been modified to alter functionality or capability without the written permission of 46 Labs; or (e) if any serial number has been removed or defaced. 46 Labs and its suppliers shall have no obligation or liability in connection with any equipment not purchased through 46 Labs even if configured by 46 Labs, or for any abuse, misuse, or reconfiguration, including, but not limited to, the addition of software or other devices, of any equipment by any party other than 46 Labs.

6.4 Facilities and Service Security.

6.4.1 46 Labs will maintain appropriate administration, physical and technical safeguards that adhere to security standards that a reasonably prudent service provider in the same industry would provide under like circumstances to store and safeguard the Services and associated Customer data.

6.4.2 46 Labs will:

6.4.2.1 maintain Internet firewalls to protect Customer's infrastructure and applications from unwanted and inappropriate access;

6.4.2.2 require that all Internet traffic to and from the 46 Labs datacenter's use encrypted methods to protect the confidentiality of the data stored in the Services;

6.4.2.3 monitor all systems and the Services that are subject to vulnerability scanning to identify any information security risks that may be present and trigger remediation efforts;

6.4.2.4 will provide, install, and maintain active anti-virus services on all appropriate systems and services installed in its Data Centers;

6.4.2.5 maintain regular patch management practices so that newly released security patches are applied to servers supporting the Services.

6.4.3 Data Backup. 46 Labs shall perform a complete backup of the data stored by the Services each night using generally accepted backup procedures. All backups shall be maintained at the local facility as well as a copy in cloud storage and shall be retained for up to ninety (90) days before being destroyed. Unless a longer holding term is required by law, the backup shall be retained in cloud storage center for twelve (12) months before being destroyed.

6.4.4 46 Labs accesses and uses the Services and associated data only as necessary to provide the Services, perform or enforce contractual obligations or comply with applicable law. By using the 46 Labs Services, Customer consents to the processing and storing of data used or created by the Services.

6.5 Customer Provided Equipment, Warranties, Limitations.

6.5.1 NO WARRANTY FOR CPE. IN ADDITION TO THE WARRANTY DISCLAIMERS ELSEWHERE IN THIS AGREEMENT, 46 LABS EXPLICITLY DISCLAIMS ANY AND ALL WARRANTY OR MAINTENANCE RESPONSIBILITY FOR CPE. ANY WARRANTY CLAIMS, MAINTENANCE, OR REPAIRS FOR CPE WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER.

6.5.2 Use of Customer CPE. 46 Labs is not responsible for the configuration of, maintenance, management, or support of, Customer's data centers, personal computers, network, telecommunications, or other telephony equipment that may be necessary to make CPE compatible with the Service. Customer may not use CPE that 46 Labs has not certified for use with the Services. Customer warrants that it will employ qualified vendors or technicians to install and service the CPE at the Customer's sole expense. Customer is solely responsible for ensuring that CPE complies with the compatibility guidelines published by 46 Labs. If Customer or a third party changes the settings with respect to CPE at Customer's location that 46 Labs uses to provide Service, including, but not limited to the addition of software or other devices on the local area network, then Customer assumes the risk that the Service may not work. Customer is solely responsible for ensuring the proper functioning of CPE. If 46 Labs dispatches a technician in

response to a trouble ticket ultimately determined by 46 Labs to be the result of issues with the CPE, 46 Labs will charge Customer for the costs to dispatch the technician.

6.5.3 Facilities, Services, Equipment or Systems of Others. 46 Labs shall not be liable for the unavailability, or deficient performance, of any CPE, facilities, services, equipment or systems used in connection with the provision of Services that are under the control of Customer or any third party engaged by Customer to provide such service (by way of example only, services such as Amazon Web Services), even if 46 Labs has acted as the Customer's agent in procuring them from third parties. Customer's rights regarding the unavailability or deficient performance of such facilities, services, equipment, or systems not provided by 46 Labs shall be strictly as established by the supplying entity. In all instances, the Customer shall be responsible for the security of its facilities, services, network equipment or systems interconnected, with 46 Labs' Service. Customer shall be liable to 46 Labs for any loss, theft, or damage to any of 46 Labs' equipment located on Customer's premises, however caused.

7 Customer Cooperation. Provisioning and maintaining Service will require Customer's cooperation, including allowing 46 Labs or its third-party contractors, reasonable and safe access to Customer's premises to activate and support the Service.

8 Confidentiality, Publicity.

8.1 Confidentiality Obligation.

Customer shall maintain the confidentiality of the Confidential Information and shall use the same level of care, but in no event less than a reasonable standard of care, as it uses to maintain the confidentiality of its own confidential information. Customer shall take reasonable steps to ensure that Customer's personnel, subcontractors, and personnel of such subcontractors, if any, comply with this Section, which steps shall include obtaining enforceable written agreements from Customer's personnel and subcontractors and requiring enforceable written agreements from personnel of subcontractors binding such entities and individuals to obligations of confidentiality no less restrictive than those set forth in this Agreement. Customer agrees that if it is required by law to disclose the Confidential Information, Customer shall first give written notice of such required disclosure to 46 Labs and 46 Labs shall have a reasonable opportunity to prevent or limit the third-party disclosure. Customer acknowledges monetary damages may not be sufficient remedy for unauthorized disclosure or use of Confidential Information and 46 Labs may seek without waiving any other rights or remedies, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. The confidentiality obligations under this Agreement shall remain in effect during the term of this Agreement and for a period of three (3) years after termination.

8.2 Customer Personal Information. 46 Labs' confidentiality obligations to Customer for personal information are described in the PP.

8.3 Passwords. Customer will be asked to create a password to gain access to Customer's account information on-line or when contacting a 46 Labs agent by phone. Customer agrees to keep all passwords and account information confidential, and Customer is solely responsible for

any liability or damages resulting from Customer's failure to maintain that confidentiality, and for all activities occurring under Customer's password. Customer must immediately notify 46 Labs if Customer suspects any breach of security such as loss, or unauthorized disclosure or use of Customer's password and account.

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.

9.1.1 Customer warrants and represents that (a) it has full power and authority to enter into this Agreement; (b) the signatory to this Agreement possesses all necessary authority to enter into this Agreement in all respects and render it effective; (c) that it shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes in its use of the Services including United States export control laws. Customer shall adhere to the laws of foreign countries, particularly if traveling internationally, with a device used in conjunction with the Service. Customer represents the address provided to 46 Labs for billing purposes is Customer's business street address.

9.2 46 Labs Representations and Warranties.

9.2.1 46 Labs warrants (a) 46 Labs has full power and authority to enter into this Agreement and convey the rights conveyed herein; and (b) the signatory to this Agreement possesses all necessary authority to enter into this Agreement with 46 Labs in all respects and render it effective.

9.2.2 Warranty Disclaimer. 46 LABS SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER OR THE FACILITIES AND EQUIPMENT FURNISHED PURSUANT TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL 46 LABS OR ANY AFFILIATED PERSON OR ENTITY BE LIABLE TO CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, RELIANCE, COST OF COVER, SPECIAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, INCURRED OR SUFFERED AS A RESULT OF UNAVAILABILITY, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, LOSS OF ABILITY TO PERFORM, LOST CONTRACTS, COSTS OF THIRD-PARTY REPAIR OR REPLACEMENT, OR FAILURE OF 911 OR OTHER FEATURES, EVEN IF CUSTOMER OR ANY AFFILIATED PERSON OR ENTITY ADVISES 46 LABS OR ANY

AFFILIATED PERSON OR ENTITY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN THE EVENT A VENDOR(S) IS EMPLOYED ON BEHALF OF THE CUSTOMER, THE CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR PAYMENT TO THE VENDOR EMPLOYED WITHOUT CLAIM TO 46 LABS. 46 LABS SHALL NOT BE RESPONSIBLE FOR PAYMENT OF ANY VENDOR FEES INCURRED BY CUSTOMER OR ANY OTHER PARTY, WHETHER OR NOT SUCH FEES ARE AS A RESULT OF ERROR OR OMISSION BY 46 LABS OR ANY OTHER THIRD PARTY. IN THE EVENT 46 LABS DISPATCHES A VENDOR, LOCAL EXCHANGE CARRIER, OR OTHER TECHNICIAN ON BEHALF OF CUSTOMER, AND IT IS DETERMINED THAT THE DISPATCH WAS DUE TO A CUSTOMER, CPE, WIRING, EQUIPMENT OR OTHER CUSTOMER RELATED ISSUE, THEN THE CUSTOMER WILL BE RESPONSIBLE FOR PAYMENT OF COSTS INCURRED BY 46 LABS FOR THE DISPATCH. 46 LABS SHALL NOT BE RESPONSIBLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISIONING OF SERVICES, AND CUSTOMER HEREBY INDEMNIFIES AND HOLDS HARMLESS 46 LABS FROM AND AGAINST ANY LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF SUCH DAMAGE OR INJURY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM 46 LABS, OR ITS EMPLOYEES, CONTRACTORS, OR AGENTS, REGARDING THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER'S REMEDIES FOR CLAIMS UNDER THIS AGREEMENT SHALL BE LIMITED TO SLA CREDITS AS DESCRIBED HEREIN.

9.2.3 Third-party Sites, Information and Content. For certain 46 Labs Services, including but not limited to dedicated Internet access and wireless data service, Customer will be communicating with and receiving information or data to or from independently owned and operated content providers or service providers. 46 LABS IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION, SERVICES OR GOODS PROVIDED BY THIRD PARTIES. Third-party content or information providers may impose additional fees. They may have differing terms of use and differing policies than those of 46 Labs. Customer is solely responsible for all fees from such third-party content or information providers and is solely responsible for adhering to the terms and conditions and policies of such third parties. Delays or omission of information or data may occur with respect to third party content or information providers. Neither 46 Labs nor its content providers, service providers, affiliates, or other third parties shall be liable for any loss or injury arising out of or caused, in whole or party, by Customer's use of any information, application or content acquired through any 46 Labs Service.

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.

11.4.2 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-vie (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. In conjunction with the Agreement, each Party shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body that apply to the Services.

13.2 Change of Contact Information. Customer acknowledges that it is Customer's sole responsibility to supply immediate notice to 46 Labs if Customer changes any of its contact information. If at any time Customer's name or billing information changes from that which is set forth in the initial SO, Customer shall have ten (10) business days to inform 46 Labs of such changes in accordance with the notice provisions set forth in the Agreement.

13.3 Relationship of Parties. Neither the Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership, or agency between 46 Labs and Customer; the Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party, nor any agent or representative of either Party, shall have, or hold itself out as having the power or authority to bind or create liability for the other Party by its intentional or negligent act and no claimed act of authority shall have any binding effect.

13.4 Amendment. The terms and conditions of this Agreement, and associated documents or agreements, may not be modified or amended other than by a document that expressly states its intention to modify this Agreement, and such document is signed by hand in ink or by commercially recognized electronic signature service by both Parties.

13.5 Service Order, Signatures. 46 Labs shall not be bound by the terms of the Agreement or any supplemental document or agreement of any kind, unless the Agreement and associated SOs are signed by hand in ink or by commercially recognized electronic signature service by an officer of the Customer.

13.6 Survivability. Sections 2, 4.6, 6.2, 8, 9, 10, 12, 13.7 and 13.8 and any Customer obligations thereunder shall survive the completion of those performances and the Agreement's termination. These include, without limitation, the making of payments due under the Agreement.

13.7 Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to its principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply. Customer and 46 Labs both hereby irrevocably agree that any suit brought by either Party arising out of or relating to this Agreement shall be brought exclusively in the United

States District Court for the State of Texas, and Customer and 46 Labs both hereby submit to the personal jurisdiction of such courts. The Parties both hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which either Party may raise now, or hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY A PARTY AGAINST THE OTHER PARTY RELATING TO THIS AGREEMENT. In the event an action is brought, or an attorney is retained by either Party to enforce the terms of this Agreement or to collect any money due hereunder, the prevailing Party will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, reasonable costs of investigation and other related expenses incurred in connection therewith.

13.8 No Waiver. Neither Party's failure, at any time, to enforce any right or remedy of the Agreement will be interpreted as a waiver of such Party's right to enforce each provision of the Agreement in the future. No waiver of any provision of this Agreement, or any rights or obligations of either Party under this Agreement, shall be effective, except pursuant to a written instrument signed by the Parties waiving compliance, and any such waiver shall be effective only in that specific instance and for the specific purpose stated in such writing.

13.9 Severability. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid, illegal or unenforceable by a court with jurisdiction over the Parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the Parties in accordance with the applicable law, and the remainder of this Agreement shall remain in full force and effect. The illegality or unenforceability of any provision of this Agreement does not affect the legality or enforceability of any other provision or portion of this Agreement.

13.10 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Notwithstanding the former, 46 Labs may assign its rights, interest, or obligations to an Affiliate upon providing written notice to the Customer. Subject to the preceding, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13.11 No Third-Party Beneficiaries. Except to the extent explicitly provided, this Agreement and any associated SO is being executed for the sole and exclusive benefit of 46 Labs and Customer and is not for the benefit of any third parties. The execution of the Agreement and any associated SO shall not create any obligations or confirm any rights on any person or entity other than the Parties hereto.

13.12 Interpretation. Neither this Agreement nor any SO may be construed or interpreted for or against 46 Labs because 46 Labs drafted any of its provisions.

13.13 Headings. Headings contained herein are provided for reference and convenience only. Headings do not affect or limit the interpretation, contents, or terms of this Agreement.

13.14 Execution in Counterparts and by Facsimile. The Parties hereby acknowledge that any document requiring a signature under this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. The Parties intend any counterpart copy signed and exchanged (including signed counterparts exchanged via e-signature, facsimile, or email) shall be fully binding as an original handwritten executed copy and all such copies together shall constitute one instrument.

Attachment 1
Acceptable Use Policy

46 Labs has formulated this Acceptable Use Policy to encourage the responsible use of 46 Labs' Services and to enable us to provide Users with secure, reliable, and productive services. It describes actions by Users that are mandated or prohibited by 46 Labs. By using the 46 Labs Data Services, Users consent to be bound by the terms of this AUP.

1. **Definitions**.

1.1. "46 Labs Network and Services" shall mean and refer to collectively 46 Labs' websites, networks and the associated underlying circuit provider's networks, systems, services, websites, and products.

1.2. "Laws" shall mean international, federal, state, or local law, code(s) of practice, rule(s) or regulation(s), including, without limitation, as pertaining to infringement of copyright or trademark, misappropriation of trade secrets, wire fraud, telemarketing or other inappropriate selling, data privacy (including, without limitation, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), call recording (including, without limitation, the Electronic Communications Privacy Act of 1986, any state or federal laws pertaining to consent, including single party or multiparty consent laws, rules and regulations), or obscenity, as well as anti-spam and other laws and regulations regarding unsolicited advertising, marketing or other similar activities (including, without limitation, the CAN SPAM Act of 2003, the Telephone Consumer Protection Act and the Do-Not-Call Implementation Act), import/export laws, limitations and regulations (including, without limitation, as relating to any U.S. or European Union embargoed country the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List or any other list under applicable export control laws and regulations or European Commission restrictive measures, or any similar law having jurisdiction over User), NPAC's (Number Portability Administration Center's) acceptable use of data policy, all applicable anti-bribery laws and regulations (including without limitation, the U.S. Foreign Corrupt Practices Act).

1.3. "Spam" shall mean unsolicited e-mail or phone messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints from the receiver.

2. **Termination**

Any User which 46 Labs determines to have violated any element of this AUP may be subject to a suspension or termination of service, and if 46 Labs deems it necessary, immediate suspension or termination of such User's service without notice. 46 Labs may take such further action as 46 Labs determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and 46 Labs shall not be liable for any damages of any nature suffered by any Customer,

User, or any third party resulting in whole or in part from 46 Labs' exercise of its rights under this AUP.

3. **Prohibited Conduct**

The 46 Labs Network and Services must be used in a manner consistent with their intended purpose and may only be used for lawful purposes. Users shall not use the 46 Labs Network or Services in any improper way, including but not limited to:

(a) In violation of any applicable laws

(b) In a manner that may adversely affect the 46 Labs Network, Services, or other 46 Labs customers

(c) In a manner that may expose 46 Labs to criminal or civil liability

(d) In a manner that causes injury to persons or property

(e) In violation of industry standards or third-party policies, including (without limitation) guidelines published by:

- CTIA (Cellular Telecommunications Industry Association)
- Mobile Marketing Association
- NENA (National Emergency Number Association)
- Other applicable industry associations, carrier guidelines, or similar standards in any jurisdiction

(f) Posting multiple messages with similar content to Usenet, newsgroups, listservs, forums, mailing lists, or other similar groups; calling, messaging, storing, posting, or transmitting harassing, threatening, or abusive materials, emails, or information

(g) Posting or transmitting any information or software containing viruses, worms, cancelbots, or other harmful components

(h) Reverse-engineering any of the Services or any portion thereof

(i) Launching or facilitating (whether intentionally or unintentionally) a denial-of-service attack or otherwise adversely impacting the availability, reliability, or stability of the Services

(j) Probing, scanning, or testing firewalls, or testing network/system vulnerabilities without written permission

(k) Breaching or bypassing any security authentication processes

(l) Falsifying user information submitted to 46 Labs

(m) Operating a mail server in an "open relay" configuration (accepting and processing email where neither the sender nor recipient is a local user)

(n) Sending unsolicited calls, messages, or emails (including commercial advertising or announcements) that could reasonably be expected to—or actually do—provoke complaints

(o) Mining, buying, selling, exchanging, holding, owning, or otherwise using or exploiting cryptocurrencies or non-fungible tokens (NFTs)

4. **Inappropriate Content.** Users shall not use the 46 Labs Network and Services to transmit, distribute or store material that is inappropriate, as reasonably determined by 46 Labs, or material that is obscene (including pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

5. **Intellectual Property.** Material accessible through the 46 Labs Network and Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyright and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the 46 Labs Network and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. A User may not use a domain name in connection with any of the 46 Labs Network and Services in violation of the trademark, service mark, or other rights 46 Labs, 46 Labs Network and Services, or any third party.

6. **Harmful Content.** Users shall not use the 46 Labs Network and Services to transmit, distribute or store material that may be harmful to or interfere with the 46 Labs Network and Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes malware intentionally designed to cause damage to a computer, server, client, or computer network.

7. **Fraudulent/Misleading Content.** Users shall not use the 46 Labs Network and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract, or online application, including the fraudulent use of credit cards.

8. **Spam**. Users shall not use the 46 Labs Network and Services to transmit Spam. Further, Users are prohibited from using the service of another provider to send Spam to promote a site hosted on or connected to the 46 Labs Network and Services. In addition, Users shall not use the 46 Labs Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that they does not wish to receive them, (c) send e-mail

with forged TCP/IP packet header information, (d) send malicious e-mail, (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

9. **Third Party Rules; Usenet**. Users may have access through the 46 Labs Network and Services to search engines, subscription web services, chat areas, bulletin boards, web pages, USENET, or other services that promulgate rules, guidelines, or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

10. Inappropriate Actions, Unauthorized Use. Users shall not use the 46 Labs Network and Services to conduct activities that may be harmful to or interfere with the 46 Labs Network and Services or any third party's networks, systems, services, or websites, including, but not limited to, flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of the 46 Labs Network and Services or the computers, accounts, or networks of a third party. Users are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity on another network. Inappropriate activity may result in civil or criminal liability. 46 Labs will investigate such activity and may, at its discretion, involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity. 46 Labs shall neither provide credit allowances nor otherwise be liable for the use, misuse or abuse of Services by Customer, its agents, employees or any third parties including, without limitation, members of the public. If 46 Labs co-operates with Customer by recommending potential solutions to reduce or eliminate the unauthorized use of the Service, 46 Labs' recommendation shall not be deemed to be promises or guarantees by 46 Labs that the unauthorized use of Services will be reduced or eliminated, and in no event shall 46 Labs incur any liability in connection with those undertakings to Customer or any third party.

11.R**esponsibility for Other Content**. Except for the 46 Labs Service Terms, 46 Labs takes no responsibility for any material created or accessible on or through the 46 Labs Network and Services. 46 Labs is not obligated to monitor or exercise any editorial control over such material but reserves the right to do so. In the event 46 Labs becomes aware that any such material may violate this AUP or expose 46 Labs to civil or criminal liability, 46 Labs reserves the right to block access to such material and suspend or terminate any User creating, storing, or disseminating such material. 46 Labs further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that 46 Labs deems responsible for the wrongdoing.

12. Modification and Update. 46 Labs reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted to the 46 Labs service terms on the 46 Labs website. Any use of the 46 Labs Network and Services after such modification shall constitute acceptance of such modification.

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

Attachment 2
Service Level Agreement

This SLA is effective upon the installation of the Service. It defines the provisions and commitments for service quality between 46 Labs ("Provider") and the Customer. The provisions of this SLA set forth the Customer's sole and exclusive remedies for any service interruptions or deficiencies. This SLA applies to all Services provided by 46 Labs. The Service will be available throughout the Term as described herein, except during periods of:

- Scheduled Maintenance of the 46 Labs network or its underlying circuit provider's networks.

- 46 Labs will use reasonable efforts to provide prior notice of Scheduled Maintenance to the Customer via electronic mail.

- 46 Labs may also interrupt its provision of Service for unscheduled Emergency Maintenance without prior notice to the Customer or the Customer's customers.

2 Definitions

2.1 "Emergency Maintenance" shall mean an unplanned maintenance scheduled for a critical service issue. Notification of an Emergency Maintenance will be a minimum of four (4) hours in advance.

2.2 "Maintenance Window" shall mean scheduled downtimes, whether for Scheduled Maintenance or Emergency Maintenance, to provide upgrades of hardware, software, or upgrades to increase service capacity.

2.3 "Scheduled Maintenance" shall mean the planned maintenance for the Service. 46 Labs will use reasonable efforts to provide prior notification via electronic mail to Customer regarding any scheduled maintenance of the Service.

2.4 "Service Downtime" shall mean the amount of time the Service is unavailable below the Uptime Minimum in each month subject to the limitations of Section 4 herein.

2.5 "Uptime Minimum" shall be the measure of the Service availability and shall equal at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time during a calendar month.

3 Service Commitment

46 Labs will use commercially reasonable efforts under the circumstances to maintain service quality and availability. The quality of service provided hereunder shall be consistent with other common industry standards, government regulations and sound business practices. Whenever conditions reasonably permit, the parties will mutually agree on the scope, timing, frequency and duration of any planned service disruptions or delays and will jointly attempt to minimize any

unnecessary impact on Customer's business operations. Routine daily maintenance will be accomplished whenever possible by scheduling between the hours of 10:00 p.m. and 8:00 a.m. Eastern Time. In addition, longer maintenance will be accomplished, when possible, on weekends between the hours of 6:00 p.m. ET Saturday and 8:00 a.m. ET Monday, unless 46 Labs notifies the Customer otherwise.

4 Service Availability

The Service and all Customer content shall be accessible to Customer's authorized users 24 hours per day, 7 days a week, excluding scheduled times for maintenance and updates as indicated herein.

5 Service Redundancy, Disaster Recovery and Failover

If the Customer has chosen a redundant Service option hosted in a 46 Labs datacenter, then if a 46 Labs' data center is damaged or the Service is interrupted for technical reasons, at any time during the Term of this Agreement, 46 Labs will promptly and diligently seek to have such interruption resolved. If the 46 Labs data center is unable to securely deliver the Services within a reasonable amount of time, then 46 Labs shall failover the Customer's production environment to the 46 Labs redundant facility. In such event, 46 Labs expects the recovery time for the production environment to be no more than forty-eight (48) hours, and 46 Labs' redundant facility will support Customer's Service at 100 percent (100%) of the production environment's normal operating capacity.

6 Calculation of Credit for Service Downtime

If Services are available less than the Uptime Minimum, then 46 Labs will issue an SLA credit as identified in the Service Availability Table.

Service Availability	**Service Credit**
>= 99.99 %	No Credit
99.99% to 98.00%	5% service credit
<= 98.00%	10% services Credit

7 Limitations on Service Downtime

Service Downtime shall not include any time during which the Services are not available due to:

7.1 Maintenance windows

7.2 Acts or omissions of any party other than 46 Labs or 46 Labs' vendors and agents

7.3 Hardware, software, networks, equipment, or interfaces other than those provided or managed by 46 Labs, its vendors, and agents

7.4 Third-party service providers other than 46 Labs, its vendors, and agents

7.5 Any other equipment, applications, or components not directly managed or controlled by 46 Labs, its vendors, and agents

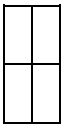
7.6 Issues unrelated to 46 Labs caused by failures of the public Internet

7.7 A force majeure event as described in the MSA

8 Credit Request

To obtain credits under the above SLAs, Customer must request the credit within ten (10) calendar days from the date when the relevant SLA was not met.

Credit requests must be made in writing to 46 Labs:



8 Maximum Credit

A credit will be applied only to the month in which the event giving rise to the credit occurred and subject to the liability limitations set forth in the MSA.

9 Limitations on Credit Allowances

This section explains when no credit or service credit will be provided to the customer for service interruptions or outages.

9.1 Service Suspension or Termination

No credit applies if:

1. 46 Labs suspends or terminates service due to:
2. Nonpayment
3. Unlawful or improper use
4. Other violations of the Agreement

9.2 Customer or Third-Party Causes

1. No credit applies for interruptions caused by:

2. Customer negligence, actions, omissions, or failure to comply with the Agreement or attachments.

3. Authorized users or other parties (not 46 Labs)

4. Third-party networks or carriers (including ISPs) outside of 46 Labs' control

9.3 Customer Negligence or Misconduct

If the interruption is caused by Customer's own negligence or willful acts, no credit will be issued.

9.4 Non 46 Labs Equipment Failure

1. No credit is given for interruptions caused by:

2. Customer Premises Equipment (CPE) failures

3. Any equipment not provided by 46 Labs

9.5 Power Failures

No credit applies if service is interrupted because Customer failed to provide power as required by the Agreement.

9.6 Lack of Access

No credit applies when:

46 Labs cannot access its own facilities/equipment to investigate or fix an interruption because Customer has not granted full and free access.

9.7 Scheduled Maintenance / Customer-Requested Changes

No credit applies for:

1. Interruptions during scheduled maintenance

2. Interruptions caused by service releases for maintenance.

3. Interruptions resulting from Customer-ordered changes.

9.8 Force Majeure

No credit applies when service is interrupted due to force majeure events, as defined in the Master Services Agreement (MSA).

10 Service Failure Termination

In the event 46 Labs has Service Uptime of less than 98.00% for a period of any three (3) months out of a consecutive four (4) months, then Customer may terminate the applicable Service Order without any Early Termination Liability. To invoke this cancellation provision, Customer must provide written notice of its intent to terminate within fifteen (15) days from the last downtime event.