

Staymobile Constant Connectivity Program Terms & Conditions

1. Connectivity Program – Services Overview

- A. This Agreement governs, among other items, the provision of the Constant Connectivity Program (the “Program”) which provides customers with certain benefits as provided herein. With the purchase of the Program, customers are entitled to purchase discounts for certain wireless communication and computing device hardware, and related products and services and other benefits described below, subject to the conditions and limitations of these Terms and Conditions set forth herein (the “Terms”).
- B. **Please read the Terms carefully.**
The Terms provided hereunder are between Staymobile Venture, LLC (“Staymobile”) and any purchaser of the Program (“Customer”), that establish and govern the respective rights and obligations of Staymobile and Customer under the Program. Upon the Customer’s purchase of the Program, the Customer accepts and agrees to the Terms and shall be bound by all of the Terms. No employee, agent or representative of Staymobile or any Authorized Reseller (as defined below) is authorized by Staymobile to make any statement, representation, or warranty on behalf of Staymobile and the Program, or provide any other information to Customer regarding Staymobile and the Program not expressly contained in the Terms, or waive any provision of the Terms. In the event of any conflict between the Terms and any other statement, information, and/or representation made by Staymobile, any Authorized Reseller (as defined below), or any of their respective employees, agents, or representatives, the Terms shall prevail.

2. PROGRAM REQUIREMENTS

- A. The Program is available for purchase by educational organizations, governmental agencies, and other businesses, subject to the Terms.
- B. The Customer must have purchased a wireless communication or computing device, or other technology related product or service (the “Customer Device”) from an authorized dealer or reseller (“Authorized Reseller”).
- C. A device that was not purchased through an Authorized Reseller may be considered a Customer Device at Staymobile’s sole discretion, subject to inspection and prior written approval by Staymobile.
- D. If Customer purchases a protective case from Staymobile (“Protective Case”) for Customer Device, that Protective Case must remain on the Customer Device at all times.
- E. Customer must submit to Staymobile the serial number(s) of the device(s) (IMEI or ESN) that are participating in the Program and maintain an inventory of the Customer Devices and their respective serial numbers throughout the Term to receive any benefits of the Program.
- F. Customer must not be in breach of any material term of, or have engaged in fraud with respect to, the Terms or Staymobile.
- G. Staymobile reserves the right, in its sole discretion, to accept or reject any purchase of the Program.

3. PROGRAM BENEFITS. Customer is eligible for certain products and services described below in paragraphs A through J (the “Program Benefits”).

Purchasing the Program also gives the Customer access to program discounts of between 25% and 50% off the market price on the following products or services (“Value-Added Solutions”):

- Green Delivery
- Protective Case Installation
- Device ID and tagging
- Configuration and Software launch
- Power management solutions
- Advanced Connectivity Support
- Device Refresh services
- Device Lifecycle revenue sharing
- Other custom solutions

Eligibility for Program Benefits is based on the Program purchased as outlined in Exhibit ___ and subject to a Statement of Work agreed upon by Staymobile and Customer.

- A. Customer Device Delivery. Staymobile to perform the following included deployment services:
1. Coordination of delivery of Customer Devices purchased by Customer from an Authorized Reseller or OEM.
 2. Staymobile provides program administration and onboarding services (record keeping, file management, etc.).
 3. Staymobile performs visual inspection and testing of Protective Case for Programs where Customer purchases a Protective Case from an Authorized Reseller.
- B. Protective Case Service.
1. Customer is provided instructions for proper Protective Case installation.

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- C. Customer Device ID Services
 - 1. Staymobile to provide list of referral partners upon request to support asset tagging, laser etching, logo marking, or other services for Customer Device identification at Customer's expense.

- D. Configuration / Software launch
 - 1. Staymobile will consult with Customer and provide an employee or independent contractor of and designated by Staymobile ("Product Manager"), upon request, to discuss best practices and other industry solutions.

- E. Power Management
 - 1. Staymobile will provide wholesale purchase pricing on extra power cable and battery purchases for Customer Devices.

- F. OEM Warranty Management on Eligible OEM programs and Customer Devices
 - 1. Staymobile operates as a single point of contact for OEM / Customer communications to increase satisfaction.
 - 2. Staymobile to provide pickup and delivery service for local handling of OEM Warranty issues in available geographies.
 - 3. Staymobile to co-ordinate and provide mail-in or depot services related to OEM warranty issues for Customer convenience.
 - 4. Staymobile will consult, coordinate, and assist in developing Customer's internal ability to perform OEM warranty issue resolution and will provide coordination of any OEM benefits for the Customer upon prior authorization of Staymobile.

- G. Connectivity Support Services
 - 1. Customer may designate a program manager or other single point of contact who is eligible for semi-annual meetings (in-store, on-site, webcast, or conference call) to discuss with Staymobile program performance, best practices, technical guidance, Q&A, and program review.
 - 2. Staymobile to maintain OEM and Staymobile records as to in-service dates, key program eligibility information, etc.
 - 3. Staymobile technician to perform triage at Customer's request for Connectivity Support Services on any Customer Devices not performing as needed to meet Customer's specifications. This includes but is not limited to O/S or App crashes, general software malfunction, defective pixels, touch screen or keyboard problems, failure to power-on or properly boot (including failures related to hardware or the Customer Device components), dust, and internal heating.
 - 4. Staymobile will maintain Customer documentation of the results of triage and perform any necessary services to return the Customer Device to functioning status. For OEM warranty issues on eligible OEM programs and Customer Devices during the OEM warranty period, Staymobile will serve as the facilitator between Customer and OEM in accordance with paragraph 3(F) above.
 - 5. Upon request, Staymobile may assist with all OEM factory warranty issues with Advanced Connectivity Support that is only available with select program and term. Please consult with Staymobile or an Authorized Reseller.
 - 6. There is no limit to the number of Connectivity Support Services Customer may request under the Program in total and on a per Customer Device basis. Staymobile reserves the right to review the utilization of Connectivity Support Services for evidence of misuse and/or abuse to limit or restrict ongoing Connectivity Support Services requests.
 - 7. Company's performance of Connectivity Support Services during war, invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout, civil commotion, public protests, government decrees or intervention that interrupt the domestic or international hardware supply chain, or government declared epidemics/pandemics will be performed on a best efforts basis with no guarantee of performance.
 - 8. All Customer Devices returned to Customer go through redeployment checklist at no additional charge.

- H. Device Lifecycle Services
 - 1. Staymobile to offer Customer Device disposition and remarketing services as provided in Exhibit __
 - 2. Staymobile to be responsible for managing the availability, procurement, and deployment as needed of extra devices ("Program Devices") that are configured to Customer's specifications.
 - 3. Staymobile and Customer will collaborate and be mutually responsible for the management of Customer's seed stock devices, or other devices, that may be included in the Program. Staymobile and Customer will cooperate as to maintaining information and providing access to the Customer and Program Devices as necessary for Staymobile to perform the services of the Program.
 - 4. Program Devices and any identified seed stock shall be subject to the same terms and conditions and services provided in this Agreement. Customer agrees that it will not intentionally deface or damage the Program Device or seed stock.
 - 5. Customer will not sell or attempt to dispose of the Program Device during Customer's use of the device. Program Devices and/or proceeds from the disposition of Program Devices received by Staymobile are specifically allocated at the end of the Term to support local community organizations.

- I. Customer Device Refresh
 - 1. See Exhibit __ for Customer Device Refresh service availability, cost, and discounts available.

- J. Used device management
 - 1. Upon Customer's request, Staymobile to provide a custom solution for providing Program Benefits on used devices or currently owned devices that is documented in a separate Statement of Work. This may include, but not be limited to device swaps.

- K. Services not included:

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1. Case installation....
2. Pro-active, ongoing monitoring of O/S or application software updates.
3. Remote or other electronic monitoring of Customer Device location or status.
4. Monitoring of any content on Customer Device
5. Providing backup storage or content recovery other than in the ordinary course of providing the tech support services.
6. Customer Device repairs that are covered by the manufacturer's warranty or are a result of a recall, regardless of the manufacturer's ability to pay for such repairs
7. Cleaning, periodic checkups, and/or preventive maintenance
8. Triage of pre-existing conditions
9. Power surges, normal wear and tear, firmware malfunction, O/S failure due to failure to perform scheduled OEM updates, Other OEM or Third Party software failure and items normally designed to be periodically replaced during the life of the Program Device; including but not limited to batteries
10. Connectivity Support Services related to abuse, misuse, mishandling, introduction of foreign objects into the Customer or Program Device, unauthorized modifications or alterations to the Customer or Program Device, failure to follow the manufacturer's instructions regarding routine maintenance included improper use of cleaning agents, third party actions, fire, theft, insects, animals, bodily fluid exposure, exposure to weather or extreme temperatures, windstorm, sand, dirt, hail, earthquake, flood, water, acts of God, or consequential loss of any nature
11. Connectivity Support Services related to water damage from submersion, immersion, or other clear intentional acts or abuse.
12. Connectivity Support Services related to loss or damage caused by war, invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, strike, labor disturbance, lockout, or civil commotion
13. Connectivity Support Services related to incidental, consequential, secondary damages, or delay in rendering service; loss of use during the period that the Customer Device is at an authorized service center or awaiting parts
14. Connectivity Support Services related to non-functional or cosmetic damage to case or cabinetry or other non-operating parts or components which does not affect the functionality of the covered product including but not limited to plastic parts, scratches, peeling, and dents
15. Connectivity Support Services related to unauthorized repairs and/or parts
16. Accessories used in conjunction with a Customer Device
17. Service where no problem can be found
18. Any type of recovery for lost or stolen Program Devices
19. Any malfunctioning or Program Device failure that is not reported during the Term
20. Additional exclusions specific to the Customer Device as determined by OEM or Authorized Reseller.

4. **PROGRAM ACCOUNT NUMBER**

- A. Upon purchase of the Program, Staymobile will issue or cause to be issued to Customer the Program Account Number. This Account Number is not transferable and may only be used by the Customer to whom the Account Number is issued. Customer will notify Staymobile and the Authorized Dealer if Customer becomes aware of any unauthorized use of Customer's Account Number. This Account Number must be associated or matched with serial numbers of Program Devices.

5. **TERM OF PROGRAM**

- A. Program will become effective ("Effective Date") upon the later of the Program Purchase Date or the date the Customer Devices are delivered to Customer and Customer takes ownership ("Deployment Date"), or defined by the date in Customers Onboarding packet and will remain effective for a period of years between one (1) year and up to four (5) years, as selected by Customer and shown on Exhibit ____, from the Effective Date.
- B. SM shall have no obligations prior to the Effective Date.
- C. Renewal of the Program beyond the initial Term is not allowed.
- D. The Program covers only those Customer Devices described in Exhibit During the Program Term, if Customer acquires a new device, the Customer is required to notify Staymobile and purchase a new Program subject to these Terms to utilize the services described herein.

6. **PROGRAM FEES**

- A. Customer will pay an upfront enrollment fee ("Program Fee") including applicable taxes, if any, upon purchasing the Program based on the length of the Program selected by Customer, the purchase of accessories and/or other products, the purchase of any Value-Added Solutions, and the type of Program Device as set forth in the Statement of Work (TBD) or by contacting an Authorized Reseller.
- B. Customer will pay the Program Fee and applicable taxes, if any, to the applicable Authorized Reseller, at the time Customer purchases the Program. Refunds of the Program Fee and any taxes paid are subject to Customers' cancellation rights provided in paragraph D and Section 8 below.
- C. The "Program Purchase Date" is the date the Program Fee was paid to Staymobile or the Authorized Reseller.

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- D. **Return within 30 Days of Effective Date.** A "Return" is defined as a Customer's request to cancel the Program within 30 days of the Program Effective Date (defined in Section 6). Customer must deliver to Staymobile a written request to cancel the plan and will receive a refund of the Program Fee subject to the following:
1. If a Protective Case was purchased, the Protective Case and any other protective accessories must be returned in the original packaging to be eligible for a refund. The refund will be net of a \$5 service fee per Protective Case returned inclusive of all protective accessories.
 2. If a Protective Case or any other protective accessories were installed on the Customer Device there will be no refund.
 3. If a Protective Case was purchased with any customer-specific features (logo or other unique markings) there will be no refund.
 4. A Return will not be approved if any services in Paragraph 3 have been performed.
 5. If the Program was purchased without a Protective Case and no services in Paragraph 3 have been performed, Customer will receive a full refund net of a \$5 service fee.
- E. **Return More than 30 Days after Effective Date.** Due to the unique nature of the services provided and the cost to support the management of the Program, NO REFUNDS will be processed after 30 days from the Effective Date.

7. OTHER CONDITIONS

- A. Program Benefits are valid only on eligible Customer Device purchases from Authorized Resellers and Staymobile.
- B. Program Benefits have no cash value, may not be redeemed for cash, and are not transferable.
- C. For any Program Benefit to apply, the Program must be active and applicable to a single Program Device at the time of purchase that has a valid serial number registered with Staymobile.
- D. Discount benefits in connection with Value-Added Solutions will be applied in consideration of all other eligible discounts and deductions (e.g., coupons, seasonal sale discounts, etc.) solely at the discretion of the participating Authorized Reseller or Staymobile, unless specifically stated.
- E. At the time of purchase of the Program, Customer shall submit to the Authorized Reseller, for the benefit of Staymobile, accurate and current information in connection with the Program. Such information shall include Customer's primary contact address, phone number, and email address. It shall be Customer's responsibility to make any necessary changes to Customer's account information so that such information remains accurate and current during the Program Term. Customer may change his/her account information by contacting Staymobile as provided in Section 9. Staymobile shall not have any liability for correspondence, mail, or e-mail that is lost, delayed, or misdirected.

8. CANCELLATION; TERMINATION

- A. Customer may cancel his/her Program at any time by delivering a written notice of cancellation to Staymobile, subject to the Return conditions in Sections 5.D. and 5.E. above.
- B. The date on which Staymobile receives a written cancellation notice from Customer shall be the effective date of cancellation of the Program.
- C. Staymobile may terminate the Program at any time, in its sole discretion, (i) if it believes that the continued use of the Program by the Customer would violate any provisions of the Terms, applicable law, or otherwise be harmful to Staymobile; (ii) in the event of fraud, insolvency of the Customer, failure of the Customer to remit balances due in accordance with this Agreement, or willful misconduct, negligence or material breach of this agreement on the part of the Customer; or (iii) with or without notice to Customer without any refund if Staymobile reasonably believes Customer is using the Program for personal profit or as part of conducting any illegal activity.
 1. In the event of Staymobile's termination of the Program for reasons set forth in Sections 8(C)(i) and (ii) above, Customer will be entitled to a pro rata refund of the Program Fee based on the number of days remaining in the Program Term, net of any amounts paid to the Authorized Reseller and a \$5.00 processing fee per Customer Device.

9. HOW TO REACH STAYMOBILE

- A. Contact Staymobile by phone at _____ between the hours of ___ AM and ___ PM Eastern Standard Time, or by email at _____, or in writing at _____.

10. CHANGES TO THE TERMS

- A. Staymobile may, in its sole discretion, change the Terms at any time without notice or liability by posting revised Terms and Conditions on the Staymobile Website. Any changes shall take effect immediately, unless otherwise provided. Customer may view the current version of these Terms at any time by visiting the Staymobile Website (www.staymobile.com). Customer may also obtain a copy of the Terms by contacting Staymobile or the Authorized Reseller in accordance with Section 9 above.

11. DISCLAIMERS; LIMITATION OF LIABILITY

- A. NONE OF THE PROGRAM OR ANY OF THE PROGRAM BENEFITS IS AN INSURANCE POLICY OR A CONTRACT OF INSURANCE.
- B. USE OF THE PROGRAM AND ANY OF THE PROGRAM BENEFITS IS AT CUSTOMER'S SOLE RISK. THE PROGRAM BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

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- C. STAYMOBILE AND ALL OF ITS AFFILIATES, DIRECTORS, OFFICERS, AND AGENTS, AND THE AUTHORIZED DEALER AND RESELLER (“STAYMOBILE ENTITIES”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PROGRAM AND ANY OF THE PROGRAM BENEFITS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
- D. STAYMOBILE ENTITIES MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED UNLESS AGREED TO IN A STATEMENT OF WORK SIGNED BY BOTH PARTIES, THAT: (i) THE PROGRAM WILL MEET CUSTOMER’S SPECIFIC REQUIREMENTS; (ii) THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER IN THE PROGRAM WILL MEET CUSTOMER’S EXPECTATIONS.
- E. STAYMOBILE ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF STAYMOBILE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE PROGRAM OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE OF THE PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE PROGRAM’S DATA; OR (iv) ANY OTHER MATTER RELATING TO THE PROGRAM.
- F. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO THE PURCHASER.

12. **ARBITRATION**

- A. In the event of any dispute among the parties as to the interpretation of any provision of these Terms or the rights and obligations of any party hereunder, such dispute shall be resolved through binding arbitration as hereinafter provided.
- B. If arbitration is required to resolve a dispute among the parties, the parties will notify the Regional Office of the American Arbitration Association (“AAA”) located in Atlanta, Georgia, and request the AAA to select one person to act as the arbitrator for resolution of the dispute.
- C. The arbitrator selected pursuant to Section 12.B. will establish the rules for proceeding with the arbitration of the dispute, which will be binding upon all parties to the arbitration proceeding. The arbitrator may use the rules of the AAA for commercial arbitration but is encouraged to adopt the rules the arbitrator deems appropriate to accomplish the arbitration in the quickest and least expensive manner possible.
- D. The arbitrator will have the exclusive authority to determine and award costs of arbitration and the reasonable expenses and costs incurred by any party for its attorneys, advisors, and consultants.
- E. Any award made by the arbitrator shall be binding on the Customer and Staymobile and shall be enforceable to the fullest extent of the law.
- F. Nothing in this Section 12 shall preclude Staymobile from seeking any injunctive relief in the state or federal courts in Cobb County, Georgia for protection of its intellectual property rights (including such rights of its licensors).

13. **GOVERNING LAW**

- A. The Program, the Program Benefits, and the Terms shall be governed by and construed solely in accordance with the laws of the State of Georgia without application of its conflicts of laws rules or the application of any law that would cause the law of another jurisdiction to apply to the Program. The parties hereto irrevocably submit to the jurisdiction of the courts of the state of Georgia and the federal courts of the United States of America located in Atlanta, Georgia solely in respect of the interpretation of the enforcement of the provisions of this agreement and the Program, the Program Benefits and the Terms hereunder.

14. **INDEMNIFICATION**

- A. The Customer and its affiliates, officers, employees, and agents (the “Customer Parties”) agree to indemnify and hold harmless SM, its affiliates, officers, employees, and agents (the “Staymobile Parties”) from and against all loss, damages, liability, cost and expenses (including reasonable attorney’s fees and expenses) (collectively, “Losses”) resulting from or arising out of the Customer Parties’ performance of this Agreement or use of any benefits provided under the Program, or any negligent act or error or omission of the Customer Parties under or in relation to its obligations under this Agreement or where such Losses are incurred by reason of any claims, actions, suits, or governmental investigations or proceedings brought by any third party against or involving the Company Parties relating to or arising out of any actual or alleged act of the Staymobile Parties under or in relation to its obligations under this Agreement or use of the benefits as provided by the Program hereunder. The Customer Parties agree to pay or cause to be paid to the Staymobile Parties all sums or amounts of money that the Customer Parties shall pay or become liable to pay as charges or expenses of any nature or kind whatsoever, including fees of counsel, by reason of the failure of the Customer Parties to comply with the Terms hereunder, as soon as the Customer Parties shall have become liable therefore, whether or not the Company Parties shall have actually paid such sums or any part

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thereof. The Customer Parties' obligations hereunder shall remain in full force and effect and survive the expiration and termination of this Agreement.

15. MISCELLANEOUS

- A. These Terms, including all documents referenced herein, represents the entire understanding between Staymobile and the Customer with respect to the Program and the Program Benefits and supersedes any other agreements, statements or representations.
- B. No waiver by Staymobile of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.
- C. The headings in this Agreement are for convenience of reference only and shall not affect the meaning or construction of the terms and conditions contained herein.
- D. This Agreement is for the exclusive benefit of the parties hereto, and no third party is intended to be or shall be a beneficiary of any provision hereof.
- E. Whenever any party hereto desires or is required to give any notice, demand, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service or mailed, United States registered or certified mail, return receipt requested, postage prepaid, or sent by prepaid overnight courier or confirmed telecopy or emailed to the email address associated with Program Account Number.
- F. The provisions of this Agreement are severable and the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- G. The Customer agrees not to disclose, furnish or make accessible to anyone or use for any purpose (other than as expressly contemplated hereby) any services provided to Customer under the Terms of this Agreement or any Confidential Information of Staymobile or any affiliate of Staymobile. For purposes of this Agreement, "Confidential Information" shall mean any and all technical, business and other information of or relating to Staymobile, its affiliates or any services provided hereunder that derives value, actual, potential, economic or otherwise, from not being generally known to other persons, including, without limitation, all records, technical or non-technical data, compositions, devices, methods, techniques, drawings, processes, strategies, systems, programs, financial data, financial plans, product plans, product pricing, customer lists, acquisition and investment plans and strategies, business plans or operations of Staymobile. Confidential Information also includes: (i) information contained in any books and records of Staymobile; (ii) information of third parties that any party hereto is obligated to or does keep or treat as confidential; and (iii) current and planned distribution methods and processes for any products.
- H. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.
- I. This Agreement may not be assigned by the Customer without the prior written consent of Staymobile.