

General Terms and Conditions Applicable to all MS Teams Services Orders

Your Service Orders for MS Teams Services (“Services”) with Evolve Cellular Inc. includes, but is not limited to, the terms listed directly on your Service Order as well as Evolve Cellular’s most recent General Terms and Conditions (collectively referred to as “T&Cs”) provided herein, along with Evolve Cellular’s most recent MS Teams Acceptable Use Policy, Privacy Policy and other related legal materials (all together constituting the “Agreement”). The T&Cs set forth the terms and conditions under which you may access and use the Service.

Please read these T&Cs carefully. By accessing or using the Service(s), you agree to the T&Cs. If you do not agree to the T&Cs (without modification), do not access or use the Service(s) and contact us to terminate your Service(s). Evolve Cellular reserves the right to modify, supplement or change the T&Cs at any time without prior notice to you. Such modification or change shall be effective upon posting on our website. If Evolve Cellular revises the T&Cs, it will also revise the “Last Updated” date at the top of this page. The most current version of the T&Cs can be reviewed by clicking on the <https://evolvecellular.com/legal> hypertext link located at the bottom of Evolve Cellular’s web pages. Your continued use of the Service(s) after Evolve Cellular posts any revised and/or supplemental T&Cs constitutes your agreement to any such revised and/or supplemental T&Cs. If you do not agree to such revised and/or supplemental T&Cs, do not access or use the Service(s) and contact us to terminate your Service(s).

General Terms and Conditions of Service

1. **Basic Definitions.** In this document: (1) "we," "us," "our," and "Evolve Cellular" mean Evolve Cellular Inc., who is providing the products and Services; (2) "you," "your," "customer," "subscriber", and "user" mean an account holder or user with us; (3) "TN" means any telephone number we assign to you, or is active on your account with us; and (4) "Service" means Evolve Cellular branded offers, service plans, options, third-party applications we provide to you, products, or TNs on your account with us. "Service(s)" also includes any other product or service that we offer or provide to you that reference these T&Cs.

2. **The Service Order Agreement.** Your service order (“Service Order”) is provided to you prior to Services being activated. The T&Cs provided herein are part of your Service Order and constitute a contract under which we provide you Service(s) under terms and conditions that you accept. This contract contains a Mandatory Arbitration Provision and a Jury Waiver Provision. Subsequent orders for Services will either be entered into via (i) additional Service Orders or (ii) if directed by us, by sending requests for additional or modified Services by email to orders@evolvecellular.com. If email is allowed by us for additional Services or modifications to existing Services then you acknowledge that such emails will be accepted by us as if they have your full approval as if a signed order had been placed with us.

3. Term of Service.

(a) **Minimum Term.** If you agree to maintain Service for a minimum term (“Term”) as selected by you when entering into the Service Order, then the term of this Agreement shall commence on the applicable Billing Commencement Date specified in Section 8(d) and shall continue thereafter until terminated as provided for in this Agreement. Service is provided on a month-to-month basis unless we offer a specified Term and you agree to such a specified Term if applicable, in which case you agree to maintain and pay for your Service for the duration of the specified Term.

(b) **Termination By You.** You may terminate any Service before its Term ends by sending an email to orders@evolvecellular.com. Any Service terminated that was on a month-to-month basis will end billing on the

last day of the month the Service was requested to be terminated. Any Service terminated on a Term commitment exceeding one month will be subject to an early termination fee (as described herein in Section 18 - Term Commitments & Early Termination Fees). Your liability for Service-related charges will continue until such notice is received by Evolve Cellular.

(c) **Suspension and termination by Evolve Cellular.** We may suspend your Services or terminate this Agreement for any reason and at any time unless a notice period is specifically noted elsewhere in the Agreement. If we suspend Service or terminate this Agreement for a reason other than your violation of this Agreement, all applicable fees and charges will accrue until the date of suspension or termination, but we will refund any prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due Evolve Cellular for the Services, affiliate services, or other applicable fees and charges). You understand and acknowledge that our Services, including 911 if applicable, will be disabled because of termination of your account.

(d) **Your obligations upon termination.** You agree that upon termination of this Agreement you will (i) immediately cease use of the Services and (ii) pay in full for your use of the Services up to the later of the effective date of termination of this Agreement or the date on which the Services are disconnected within 10 days after termination of the Agreement.

(e) **Reactivation.** If Evolve Cellular suspends or terminates a Service for nonpayment or other violation of this Agreement, you will be required, in addition to payment of all overdue balances and other applicable charges, to pay a \$36 re-activation fee. Reactivation of Services is subject to the terms of this Agreement, applicable law and our credit policies.

(f) **Deletion of Customer information.** Evolve Cellular and its service providers reserve the right both during the term of this Agreement and upon its termination to delete any data that is stored on Evolve Cellular's or its service providers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability whatsoever as a result of the loss or removal of any such data.

4. **Availability of Offers.** All offers are being made available at our current list prices on our website. Promotional pricing is subject to cancelation without notice. Offers may be subject to credit approval. Offers may not be available everywhere or combinable with other promotions/options.

5. **Invoicing Methods.** Evolve Cellular's default will be to send invoices via e-mail.

6. **Billing and Payment.**

(a) **Charges.** You agree to pay all charges associated with the Service(s) within 30 days, and that these charges are subject to change at any time. These charges may include but not be limited to professional services charges, monthly service charges, overage charges, porting charges, and other applicable charges. The current applicable charges and fees for Evolve Cellular's Services are available by calling Evolve Cellular customer service at 512-777-7700. Monthly charges exclude (i) taxes and (ii) surcharges ("Surcharges") [incl. USF charge (varies quarterly), cost recovery and administrative fees, and state/local fees by area]. The Surcharges are not taxes or government-required charges and are subject to change.

(b) **Taxes and Fees.** You agree to pay any and all applicable (i) federal, state, and local taxes (however designated) levied upon us in connection with the sale, use, or provision of the Services, and (ii) Surcharges that we charge in connection with governmental or quasi-governmental fees or programs, such as universal service fees, 911 surcharges, telecommunications relay service surcharges, state cost-recovery fees, etc.

(c) **Billing Commencement Date.** The fees and charges for the Services begin to accrue on the Billing Commencement Date as defined below. The "Billing Commencement Date" is the date your Service has been made available to you by us.

(d) **Invoicing.** If any Service is activated during a billing cycle, the monthly recurring charges from the Billing Commencement Date will be pro-rated based on the actual number of days in the billing cycle the Service(s) is provided. An invoice for this pro-rated period will be invoiced to customer on the next regular monthly invoicing cycle. Non-recurring charges (e.g., professional service fees, porting fees, etc.) will be billed on the next regular monthly invoicing cycle. Invoices for monthly recurring services will be due and payable within 30 days from the invoice date on your invoice (“Due Date”). Overage charges, if applicable, for Services will be billed in arrears.

(e) **Payment Options for Services.**

(1) **Check.** Customer may pay for Services by mailing a check to the address listed on Evolve Cellular’s invoice;

(2) **ACH or Wire.** Customer may pay for Services by initiating an ACH or wire from their bank to the account information provided on our invoice; or

(3) **Credit Card.** Customer may opt to utilize Evolve Cellular’s billing portal to make one-time or automatically recurring payments by credit card. Payment by credit card will incur an additional 3% convenience fee based on the invoiced amount due. If payment by credit card is selected by customer for payment and you provide a credit card number to us or via our billing portal, you thereby authorize us to charge that credit card for all amounts payable by you to Evolve Cellular as specified in this Agreement. You also authorize us to continue such charges until you notify Evolve Cellular in writing that you are withdrawing this authorization or until you have paid all charges under this Agreement. If Evolve Cellular does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us, including a \$15 fee for payment charge return. It is your responsibility to notify Evolve Cellular of any changes to your credit card information we have on file.

(f) **Late Fees.** You agree to pay a late fee equal to 1.5% of your outstanding balance due in addition to all other applicable charges if you do not pay the full balance due on your account by the Due Date on your invoice.

(g) **Billing Errors.** Subject to applicable law, you must notify us of any billing errors or other requests for refund within 60 days of the invoice date on a bill in dispute.

(k) **Credit Inquiries and Information.** We agree to provide you Services on the condition that you have and maintain satisfactory credit according to our standards and policies. You authorize Evolve Cellular to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes. You agree to provide information that we may request or complete any applications that we may provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

(l) **Returned Checks, Nonpayment, Collection.** For any returned check that we receive back from our bank for a payment you have sent to us, you agree that Evolve Cellular may assess a \$35 returned check fee. In the event of nonpayment, Evolve Cellular reserves the right to suspend or disconnect your Services at any time, with or without notice. You agree that if Evolve Cellular incurs collection or other legal costs as a result of nonpayment, you will be liable for the total past due amount and any returned check fees, but also for collection and attorneys’ fees as well as court costs upon judgment. Further, in order to resume Services, you must pay the

past due charges in full in addition to a re-activation fee and, at Evolve Cellular's discretion, up to one month's service charges in advance.

(m) **Notification of Changes.** We may change the fees and charges for the Services from time to time at our discretion. Unless this Agreement specifies otherwise, we will give you 30 days notice of any modification to this Agreement. Evolve Cellular may, in its sole discretion, change, add to, or remove portions of the Services (including but not limited to features and equipment requirements) at any time without notice. If you continue to use the Services after any modification of this Agreement or the Services, you shall be deemed to have accepted the modification. If you do not agree to any modifications, you must notify Evolve Cellular prior to the date the modifications are to become effective that you are terminating your Services and this Agreement.

7. Billing Information, Number Changes, Misc. Additional fees may apply for phone number changes. Monthly service charges are not refunded or prorated if Service is terminated or modified before your billing cycle ends.

8. Use of Service Limitations. Our Services and features are not for resale and are intended for reasonable and non-continuous use by a customer on Evolve Cellular's network or third-party network of Evolve Cellular. You agree and represent that you are buying the Services for your own personal use only and that you will not resell or permit another to resell the Services. You agree to ensure that the Service(s) are used in a legal and appropriate manner.

9. Prohibited Network Uses. Visit www.evolvecellular.com/legal-documents website to view our MS Teams Acceptable Use Policy which is incorporated herein as part of the T&Cs.

10. Voice & Texting Service Usage. Our Voice and Texting Services are intended to provide an average of 500 voice minutes per month and 2,000 text messages per month across all of the customer's users. These usage levels are for voice and text traffic both inbound and outbound. If these monthly averages are exceeded then Evolve Cellular reserves the right to suspend any particular user of a customer that is causing the overages.

11. Texting Service.

(a) **License to Use.** Conditioned upon, and subject to, your strict compliance with the T&Cs, Evolve Cellular grants you a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable limited license to access and use our third-party texting application solely to interface with our Microsoft Teams Texting Service.

(b) **Use of Content.** You may print or copy any information displayed or transmitted on the Service by (1) Evolve Cellular or its third-party texting application or (2) other users of the Service that you are authorized to access, solely for informational and networking purposes in connection with your use of the Service; provided that you (a) do not remove any title, trademark, copyright and/or restricted rights notices contained on such Content, and (b) strictly comply with the provisions of the T&Cs including our MS Teams Acceptable Use Policy.

(c) **Multi-factor Authentication.** Multi-factor authentication may not work under all circumstances when used with Voice & Texting TN Service and/or Voice & Texting TN Service with 911.

12. Service Area. Our Services are provided exclusively for use in the continental United States plus Alaska and Hawaii.

13. International Long Distance and Messaging. No international voice and texting services are offered at this time.

14. Non-Permitted Calls. Voice Services do not permit certain call types (e.g., operator services, 411, etc.).

15. **Rounding of fractional charges.** If any computed charge includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

16. **Our Policies.** Services are subject to our business policies, practices, and procedures ("Policies"). You agree to adhere to all of our Policies made available on our website at www.evolvecellular.com/legal-documents when you use our Services. Our Policies are subject to change at any time with or without notice.

17. **Agreement Acceptance.** You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) accept the Agreement through any printed, or electronic means (generally by signing a Service Order or an email to us requesting a change in Services), including, if available, on the web by electronically marking that you have reviewed and accepted the Agreement; (b) attempt to or in any way use the Services; or (c) pay for the Services. If you don't want to accept the Agreement, don't do any of the preceding things.

18. **Term Commitments & Early Termination Fees.** Services may be offered to you for a minimum term, usually 1 or 2 years ("Term Commitment") as specified in a Service Order. You will be charged an Early Termination Fee ("ETF") for each Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement).

If you terminate a Term commitment early, you will be assessed an ETF. The ETF is prorated and calculated by taking the months remaining on your Agreement times the equivalent monthly recurring price for the Service being terminated early. Payment of the ETF does not satisfy other obligations owed to us, including Term commitments for other Services you have ordered from us.

19. **When You Don't Have To Pay An Early Termination Fee.** You aren't responsible for paying an ETF when terminating Services are: (a) provided on a month-to-month basis; (b) provided under one of our trial period offers if applicable; or (c) in response to a material adverse change that we make to the Agreement as described directly below.

20. **Our Right To Change The Agreement & Your Related Rights.** We may change any part of the Agreement at any time, including, but not limited to, rates, charges, how we calculate charges, discounts, coverage, technologies used to provide Services, or your terms of Service. We will provide you notice of material changes — and we may provide you notice of non-material changes — in a manner consistent with the notice provisions in this Agreement. If a change we make to the Agreement is material and has a material adverse effect on Services under a Term Commitment, you may terminate each line of Service materially affected without incurring an ETF only if you: (a) call us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made. If you do not cancel Service within 30 days of the change, an ETF will apply if you terminate Services before the end of any applicable Term Commitment.

21. **Our Right To Suspend Or Terminate Services.** We can, without notice, suspend or terminate any Service at any time for any reason. For example, we can suspend or terminate any Service for the following: (a) late payment; (b) exceeding a reasonable amount of usage (e.g., as described under Section 10); (c) harassing/threatening/abusing/offending our employees or agents; (d) providing false or inaccurate information; (e) interfering with our operations; (f) using (or our suspicion of your using) Services in any manner restricted by or inconsistent with the Agreement and Policies; (g) breaching, failing to follow, or abusing the Agreement or Policies; (h) providing false, inaccurate, dated, or unverifiable identification or credit information or becoming insolvent or bankrupt; (i) if we believe the action protects our interests, any customer's interests, or our networks;

or (m) violating Evolve Cellular's MS Teams Acceptable Use Policy. Visit www.evolvecellular.com/legal-documents for additional details.

22. Service Restrictions. You cannot use our Service(s): (a) in a way that could cause damage or adversely affect any of our other customers or our reputation, networks, property, or Services; or (b) in any way prohibited by the terms of our Services, the Agreement, or our Policies. You cannot in any manner resell the Services to another party. For additional restrictions on the use of our Services, see our MS Teams Acceptable Use Policy, which is available on our website, and the detailed plan or other information on Services that we provide or refer you to during the sales transaction.

23. Your Phone Numbers. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no—and cannot gain any (for example, through publication, use, etc.)—proprietary, ownership, or other rights to any phone number, identification number, or other identifier that we assign to you, or your account. We will notify you if we decide to change or reassign them.

24. Porting/Transferring Phone Numbers. If you authorize another carrier to transfer a number away from us, then we shall consider that a request by you to us to terminate the Service(s) associated with that number. You are responsible for all charges billed or incurred prior to deactivation and for any Early Termination Fees, if applicable.

25. Limitations of 911 Dialing and Other Emergency Calls.

(a) **Limitations.** Voice Services, if ordered by you with 911, include the ability to place calls to emergency dispatch operators by dialing “911” (“911”). As such, the 911 Services may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911 SERVICE. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. If you have any questions about 911, call Evolve Cellular customer service at 512-777-7700.

(b) **911 or Other Emergency Calls.** Public safety officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. 911 operators may not know your phone number, your location, or the location of the device you are using our Services on. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers.

(c) **Correct Address.** In order for your 911 calls to be properly directed to emergency services, Evolve Cellular must have your correct service address. If you move the Service(s) 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, or the Services (including 911) may fail altogether. Therefore, you must call Evolve Cellular customer service at 512-777-7700 at least 5 days before you move the Service(s) to a new address. YOU UNDERSTAND AND ACKNOWLEDGE THAT EVOLVE CELLULAR WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS SO THAT YOUR 911 CALLS CAN BE PROPERLY DIRECTED.

(d) **Network Congestion or Failures.** Calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network or network equipment failure, or another technical problem.

(e) **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT THE EVOLVE CELLULAR PARTIES AND THEIR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE EVOLVE CELLULAR PARTIES AND THEIR SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE

FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.

(f) **Unregistered 911.** Any call made from a TN not registered for 911 will incur a \$75 charge per call.

26. Evolve Cellular software and marks.

(a) **Firmware and Software Licenses.** The Services, including any firmware or software that may be used to provide the Services, may be protected by trademark, copyright, and/or other intellectual property laws and international treaty provisions. You are granted a limited, revocable, non-exclusive, non-transferable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement to access the Services for your own individual use. You will not sell, resell, transfer, copy, translate, publish, create derivative works of, make any commercial use of, modify, reverse engineer, decompile, or disassemble the software. Evolve Cellular may revoke this license at any time. This license will commence upon your acceptance of the relevant Services and will terminate immediately upon the termination of the Services for any reason. Evolve Cellular and its licensors retain all rights and interests in and to any such software or firmware. You acknowledge and understand that you are not granted any other license to use the firmware or software. You expressly agree that you will use the firmware or software exclusively in connection with the Services. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the object code of the firmware or software.

(b) **Export Laws.** You expressly agree to comply with all applicable export and reexport laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provision of these export and re-export laws or their implementing regulations.

(c) **Protection of Evolve Cellular's Information and Marks.** All Evolve Cellular Services information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of Evolve Cellular are and shall remain the exclusive property of Evolve Cellular. Nothing in this Agreement shall grant you the right or license to use any of the marks.

27. Service and maintenance procedures. In the event of a problem with your Service, you should contact Evolve Cellular customer service by sending an email to orders@evolvecellular.com or by calling 512-777-7700. If you call outside of normal business hours, leave a complete message including your name, address, contact work and home telephone number(s) and a description of the problem. If a problem is not resolved to your satisfaction, you may write or call us with concerns or complaints.

28. Disclaimer of Warranties. UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES. WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

29. You Agree That We Are Not Responsible For Certain Problems. You agree that neither we nor our subsidiaries, affiliates, parent companies, vendors, suppliers, or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access

emergency services, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; (h) damage to any computer or equipment utilizing our Services, or damage to or loss of any information stored on your, computer, equipment, or Evolve Cellular storage space from your use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio; or (i) things beyond our control, including acts of God or Force Majeure (for example, weather-related phenomena, fire, earthquake, hurricane, war, strikes, etc.), riot, strike, war, terrorism, or government orders or acts (i.e., force majeure events). You should implement appropriate safeguards to secure your computer, or equipment and to back-up your information stored on each.

30. You Agree Our Liability Is Limited - No Consequential Damages. TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

31. No Trial By Jury. TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

32. Indemnification: You agree to indemnify, defend, and hold Evolve Cellular and our subsidiaries, affiliates, parent companies harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Service and any information you submit, post, transmit, or make available via the Service; failing to provide Evolve Cellular with accurate and updated 911 location; failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this Agreement or any policy referenced in this Agreement or posted on our website, any applicable law or regulation, or the rights of any third party.

33. Providing Notice To Each Other Under The Agreement. Except as the Agreement specifically provides otherwise, you must provide us notice by calling our main number as shown on your invoice or writing to us at the address shown on your invoice. We will provide you notice through one or more of the following: on your bill, correspondence to your last known billing address, to any e-mail address you have provided us or by calling you at the contact phone number you have provided us.

34. Other Important Terms. Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state of Texas, without regard to the conflicts of law. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement is not for the benefit of any third party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You cannot assign the Agreement or any of your rights or duties under it without Evolve Cellular approval. We can assign the Agreement without notice. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements. You cannot rely on any contradictory documents or statements by our sales or service representatives. The rights, obligations and commitments in the Agreement that, by their very nature, would logically continue beyond the termination of Services (for example, those relating to billing, payment, 911, dispute resolution, no jury trial) survive termination of Services.

35. DISPUTE RESOLUTION.

(a) **We Each Agree To First Contact Each Other With Any Disputes:** We each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem, relevant documents and supporting information, and the proposed resolution. We agree to contact each other as described herein in Section 33 - Providing Notice to Each Other Under The Agreement.

(b) **Instead Of Suing In Court, We Each Agree To Arbitration:** We each agree to arbitrate all Disputes between us, on an individual basis, not on a class-wide or consolidated basis. This agreement to arbitrate is intended to be broadly interpreted. In arbitration, there is no judge or jury. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award damages and relief, including any attorneys' fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction.

(c) **We each also agree as follows:**

(1) **"Disputes"** are any claims or controversies against each other related in any way to or arising out of in any way our Services or the Agreement, including, but not limited to, coverage, Devices, billing services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after Services have terminated. Disputes include claims that you bring against our employees, agents, affiliates, or other representatives or that we bring against you. It also includes, but is not limited to, claims related in any way to or arising out of in any way any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(2) If either of us wants to initiate a claim to arbitrate a Dispute, we each agree to send written notice to the other providing a description of the Dispute, a description of previous efforts to resolve the Dispute, all relevant documents and supporting information, and the proposed resolution. Notice to you will be sent as described in herein in Section 33 - Providing Notice to Each Other Under The Agreement and notice to us will be sent to: Legal Dept., PO Box 569, Lockhart, Texas 78644-0569. We each agree to make attempts to resolve the Dispute prior to filing a claim for arbitration. If we cannot resolve the Dispute within forty-five (45) days of receipt of the notice to arbitrate, then we each may submit the Dispute to formal arbitration.

(3) The FAA applies to this Agreement and arbitration provision. We each agree that the FAA's provisions—not state law—govern all questions of whether a Dispute is subject to arbitration.

(4) Unless we each agree otherwise, the Arbitration will be conducted by a single, neutral arbitrator and will take place in the Travis county, Texas.

(5) The arbitration will be governed and conducted by (a) a neutral third party arbitrator selected by each of us and based upon rules mutually agreed to by each of us or (b) through Judicial Arbitration and Mediation Services "JAMS." The JAMS rules, including rules about the selection of an arbitrator, filing, administration, discovery, and arbitrator fees, will be conducted under JAMS Comprehensive Arbitration Rules & Procedures. The JAMS rules are available on its website at www.jamsadr.com. To the extent that this "Dispute Resolution" section conflicts with JAMS's minimum standards for procedural fairness, the JAMS's rules or minimum standards for arbitration procedures in that regard will apply. However, nothing in this paragraph will require or allow us or you to arbitrate on a class-wide or consolidated basis.

(6) WE EACH AGREE THAT WE WILL ONLY PURSUE ARBITRATION ON AN INDIVIDUAL BASIS AND WILL NOT PURSUE ARBITRATION ON A CLASS-WIDE OR CONSOLIDATED BASIS. We each agree that any arbitration will be solely between you and Evolve Cellular (not brought on behalf of or together with

another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to arbitration. However, you agree to pay for the arbitration administrative or filing fees, and we agree to pay the arbitrator fees. Otherwise the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses, Minimum Standards of Procedural Fairness regarding costs and payment apply.

(d) **Exceptions To Our Agreement To Arbitrate Disputes:** Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of any federal, state, or local government agency that can, if the law allows, seek relief against us on your behalf.

36. **ORDER OF PRECEDENCE.** To eliminate any confusion between terms and conditions referenced in a Service Order, this Agreement, and any other Service or marketing-related documents provided to customer, the following order of precedence shall prevail (from highest priority to lowest): (i) the applicable terms and conditions referenced in your Service Order, (ii) the provisions contained in this Agreement, (iii) our pricing on our website, and (iv) the terms and conditions on any other Service or marketing material provided to you.

37. **FREE SERVICES AND TRIALS.** Your right to access and use any free Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your use of any free versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis ("Trial Period"), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period stated in your Order, or (ii) if no date is specified, seven (7) days after your initial access to the Services, (iii) or upon your conversion to a signed Service Order for billable Services. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.