

## End User License Agreement

Welcome to the HMS End User License Agreement and Services Terms of Use.

By using certain products offered by HMS Networks (“**HMS**”) which utilize wireless capabilities via a Zipit Wireless SIM card (“**IoT Solution**”), you are entering into an agreement with HMS and Zipit Wireless, Inc. (“**Zipit**” and together with HMS, the “**Parties**”) regarding the use of the IoT Solution and the associated services provided by HMS and/or Zipit or any other third party that is part of this solution. Your right to use the IoT Solution is subject to policies enacted by these Terms of Use and any other agreements between you, HMS and/or Zipit. By using the IoT Solution, you are agreeing to these Terms of Use, which may be modified by the Parties at their discretion from time to time. Any failure by you to comply with these Terms of Use may result in the immediate suspension of the wireless communication services portion of your IoT Solution and the infrastructure with which the devices communicate.

### Use of IoT Services

The “**IoT Services**” means the services provided by Zipit for the IoT Solution including the ability to connect to cellular data services, provision devices, bill for and manage subscription services, and any additional features and functionality that the Parties may, at their discretion, offer from time to time. These include the services provided by and hosted by Zipit on its servers or a third party’s servers as selected by Zipit as well as carrier services managed and/or provided by Zipit as part of the IoT Solution.

You may access and use the IoT Services only with an official IoT Solution that is authorized to connect to the IoT Services and you agree not to tamper with, alter or otherwise modify your IoT Solution or IoT Services. An example of this is removing the HMS supplied SIM card within the IoT Solution and attempting to use that in a 3<sup>rd</sup> party device. By using the IoT Solution, you agree to receive all software updates, notifications and services that HMS provides to your IoT Solution either directly or indirectly. Each time your IoT Solution accesses the IoT Services, you acknowledge and agree that you are a user of the IoT Solution and IoT Services and are bound by these Terms of Use. The Parties may discontinue the provisioning of the IoT Solution that HMS and/or Zipit has reason to believe have been altered, tampered with or otherwise modified.

Notwithstanding anything to the contrary in these Terms of Use, the Parties retain the absolute right to immediately suspend or terminate your access and use of the IoT Services provided as part of the IoT Solution if: you breach any provision in these Terms of Use, you discontinue the required data service of the connected IoT Solution, you misuse the IoT Solution or IoT Services, and/or you alter your IoT Solution, or use the IoT Solution or IoT Services in such a manner as to infringe upon the intellectual property rights of HMS, Zipit, or any third party or as to violate any applicable law.

The Parties reserve the right at any time to modify or discontinue, temporarily or permanently, the IoT Services (or any part thereof) with or without notice in accordance with the provisions of these Terms of Use. You agree that the Parties shall not be liable to you or to any third party for any modification, suspension or discontinuance of the IoT Services.

The Privacy Policy for the IoT Services is available here: <http://www.zipitwireless.com/legal/zipit-iotservices-privacy-policy/>. Please read it carefully before using the IoT Solution. By using the IoT Solution, you agree to the terms and conditions of the Privacy Policy. Zipit may change this policy from time to time, which changes will be posted at <http://www.zipitwireless.com/legal/zipit-iotservices-privacy-policy/> and you agree to check such web page frequently for any revisions or updates to the Privacy Policy.

The HMS Networks SIM Card Pricing Policy for the Cellular Data Plans is available here: <http://www.hms-networks/iot-cellular-data-plans>. Please read it carefully before activating your SIM Card and choosing a cellular data plan. By activating your SIM Card and choosing a cellular data plan, you agree to the terms and conditions of the SIM Card Pricing Policy. HMS Networks may change this policy from time to time, which changes will be posted at <http://www.hms-networks/iot-cellular-data-plans> and you agree to check such web page frequently for any revisions or updates to policy.

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without limitation, any injury or damage to visitors or to any person's computer related to or resulting from participation or downloading materials in connection with the IoT in the Box and/or IoT Services. Under no circumstances shall HMS or Zipit be responsible for any loss or damage, including, without limitation, personal injury or death, resulting from use of the IoT Services or from any content delivered through the IoT Services, or any interactions between users of the IoT Services, whether online or offline.

The IoT Solution includes cellular services provided by specific carrier partners of HMS and/or Zipit and are managed by Zipit on behalf of HMS. The following 5 sections (i. – v.) specifically apply to these cellular services.

(i) YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ZIPIT AND UNDERLYING CARRIER. YOU UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES DURING THE TWO-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.

(ii) YOU AGREE TO INDEMNIFY AND HOLD HARMLESS HMS, ZIPIT, AND THE UNDERLYING WIRELESS SERVICE CARRIER AND THEIR OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS AGREEMENT OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE IOT SOLUTION EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT.

(iii) YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO THE DEVICE AND UNDERSTAND THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.

(iv) YOU UNDERSTAND THAT HMS, ZIPIT, AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

(v) THE SERVICE IS FOR YOUR USE ONLY AND YOU MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.

(v) YOU UNDERSTAND THAT THE UNDERLYING CARRIER DOES NOT GUARANTEE ANY END USER UNINTERRUPTED SERVICE OR COVERAGE. THE UNDERLYING CARRIER DOES NOT WARRANT THAT END USERS CAN OR WILL BE LOCATED USING THE SERVICE. THE UNDERLYING CARRIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL THE CARRIER SERVICE PROVIDER BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, FOR ANY: (A) ACT OR OMISSION OF A THIRD PARTY INCLUDING, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; (B) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, FAILURES TO TRANSMIT, DELAYS, OR DEFECTS IN THE SERVICE PROVIDED BY OR THROUGH THE UNDERLYING CARRIER; (C) DAMAGE OR INJURY

CAUSED BY SUSPENSION OR TERMINATION BY THE UNDERLYING CARRIER; OR (D) DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911 OR ANY OTHER EMERGENCY SERVICE. TO THE FULL EXTENT ALLOWED BY LAW, YOU RELEASE AND AGREE TO INDEMNIFY AND HOLD HMS, ZIPIT, AND UNDERLYING CARRIER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF ANY PERSON OR ENTITY FOR DAMAGES OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, SERVICES PROVIDED BY THE UNDERLYING CARRIER OR ANY PERSON'S USE THEREOF, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF THE UNDERLYING CARRIER.

Your use of the IoT Services is subject to these Terms of Use. HMS retains ownership of all of HMS's copyrights, trademarks and other intellectual property. Zipit retains title to and ownership of all their portions of the IoT Services and certain intellectual property rights. Zipit also retains ownership of all Zipit copyrights and trademarks. In the case of third party software utilized by Parties in the delivery of the IoT Solution, the applicable third party retains title to and ownership of its software, copyrights and trademarks. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use for other purposes either the IoT Solution or IoT Services is strictly prohibited.

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YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HMS AND ZIPIT FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, INJURIES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGING NEGLIGENCE OR INFRINGEMENT AGAINST HMS, ZIPIT OR THE IOT SERVICES, RELATING TO OR ARISING OUT OF YOUR BREACH OF ANY PROVISIONS OF THESE TERMS OF USE, YOUR MISUSE OF THE IOT SERVICES, OR YOUR UNAUTHORIZED MODIFICATION OR ALTERATION OF THE IOT SERVICES OR RELATED SOFTWARE.

YOU UNDERSTAND AND AGREE THAT THE IOT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HMS AND ZIPIT MAKE NO WARRANTY THAT USE OF THE IOT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES HMS OR ZIPIT MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE IOT SERVICES (INCLUDING THIRD PARTY CONTENT), THAT ANY DEFECTS IN THE IOT SERVICES WILL BE CORRECTED OR THAT THE IOT SERVICES WILL BE COMPATIBLE WITH ANY OTHER SPECIFIC HARDWARE OR SERVICE. FURTHER, ZIPIT DOES NOT WARRANT THAT THE IOT SERVICES OR THE ZIPIT SERVERS THAT PROVIDE YOU WITH DATA AND CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HMS AND ZIPIT ALSO ASSUME NO RESPONSIBILITY FOR, AND SHALL NOT BE LIABLE FOR ANY DAMAGES RELATED TO, VIRUSES THAT MAY INFECT SOFTWARE OR HARDWARE OWNED OR LICENSED BY YOU. HMS AND ZIPIT, ON BEHALF OF THEMSELVES AND THEIR SUPPLIERS, DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE IOT SERVICES, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-

INFRINGEMENT OF THIRD PARTY RIGHTS. Because some jurisdictions do not permit the exclusion of implied warranties, the last sentence of this section may not apply to you.

IN NO EVENT WILL HMS, ZIPIT, OR THEIR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, MISUSE OF USER INFORMATION, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE ARISING FROM OR RELATING TO YOUR USE OF THE IOT SOLUTION, OR USE OF THE IOT SERVICES THROUGH YOUR ACCOUNT BY ANYONE ELSE, EVEN IF HMS AND/OR ZIPIT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL HMS'S OR ZIPIT'S TOTAL CUMULATIVE LIABILITY TO YOU AND ANYONE WHO USES THE IOT SERVICES THROUGH YOUR ACCOUNT, FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW, EXCEED THE AGGREGATE AMOUNT YOU PAID TO HMS AND ZIPIT IN THE PRECEDING TWELVE MONTHS. YOU UNDERSTAND THAT THESE LIMITATIONS OF HMS, ZIPIT, AND THEIR SUPPLIERS' LIABILITY ARE A FUNDAMENTAL PART OF THIS AGREEMENT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Additionally, this provision is not intended to limit HMS or Zipit's liability in the event of HMS or Zipit's willful or intentional misconduct.

These Terms of Use will be governed by the laws of the State of South Carolina without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Use. You, HMS and Zipit agree to submit to the exclusive personal jurisdiction of the courts located within Cook, Lake or DuPage Counties, in the State of Illinois for any action brought against HMS, HMS and Zipit, and any action brought by HMS against you; and the courts located within the county of Greenville, South Carolina for any action brought against Zipit. If any provision of these Terms of Use is invalid or unenforceable under applicable law, such provision will be deemed modified to the extent necessary to render such provision valid and enforceable and the other provisions of these Terms of Use will remain in full force and effect. The official text of these Terms of Use or notice submitted hereunder shall be in English. In the event of any dispute concerning the construction or meaning of these Terms of Use, reference shall be made only to these Terms of Use as written in English and not to any translation into another language. The failure of HMS and/or Zipit to enforce any of the terms of these Terms of Use shall not constitute a waiver or relinquishment of HMS and/or Zipit's right to do so at any time.

BY USING THE IOT SOLUTION AND IOT SERVICES, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD, AND YOU AGREE TO, ALL OF THESE TERMS OF USE.

HMS End User License and Services Terms of Use Agreement updated June 17<sup>th</sup>, 2020.

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