



TERMS AND CONDITIONS

Mitec Solutions, LLC DBA Mitec (“MITEC”) provides Internet and Voice services (referred to herein as the “Services”) as set forth in the Option. These Terms and Conditions along with the Service Level Agreement (for Internet Services), Voice over Internet Protocol (“VoIP”) Services Policy (for VoIP Services), Acceptable Use Policy (AUP), Privacy Policy, and the original Option (collectively referred to as the “Agreement”) constitute the entire understanding between Client and MITEC with respect to Services provided, superseding all previous communications or agreements regarding such subject matter. Client is responsible for paying MITEC, in full and on a timely basis, for any and all subscription, use and service fees agreed upon in the Agreement.

SERVICE REGISTRATION PROCEDURES. Upon signing up for the Service and at subsequent times as requested by MITEC, Client agrees to provide true, accurate, current, and complete personal name and/or business name, administrator name, billing address, shipping address, the addresses where the Services will primarily be used, 911 registered address for each applicable device, email address, contact phone number, payment information, and other data which may be necessary to administer Client MITEC account (“Account”) (collectively, “Registration Data”). Client represents and warrants that the information Client provides is accurate, current, and complete, and agrees to promptly update any of the information if it changes. If Client provides Registration Data that is, or that MITEC suspects to be, false, inaccurate, not current, incomplete, fraudulent, or otherwise unlawful, MITEC has the right, in its sole discretion, to suspend or terminate the Service and refuse any and all current or future use of all Services by Client, Client business(es), affiliates and all users of Client Account. At all times, Client shall maintain and promptly update Registration Data.

PRODUCT PRICING AND AVAILABILITY. With respect to its advertising, offering, or sale of Applications, Services, or any other products (collectively, “Products”), MITEC attempts to describe its products as accurately as possible. Nevertheless, MITEC does not warrant that any descriptions, pricing, availability, or other information relating to the advertising, offering, or sale of Products (collectively, “Product Information”) from its Website, marketing materials, promotional flyers, advertisements, or other printed or electronic materials (collectively, “Product Materials”) is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible that Product Information may be mispriced, described inaccurately, or that the Product may be unavailable. In the event MITEC determines that a Product is mispriced, described inaccurately, or unavailable, MITEC reserves the right to take any action it deems reasonable and necessary to rectify the error, including without limitation, canceling Client Account or subscription to the Services. Client agrees to notify MITEC immediately if Client becomes aware of any pricing or descriptive errors or inconsistencies with any Products Client orders through the Product Materials and comply with any corrective action taken by MITEC.

Client agrees to pay a one-time, non-refundable Installation Fee (Non-Recurring Fee) if such fee is designated in the Agreement. On a monthly basis, throughout the Term as defined on the Agreement, Client agrees to pay MITEC for the Services in the manner set forth in the Agreement (the “Monthly Recurring Charges”). In the event that MITEC incurs additional outside vendor cost over and above usual and customary charges in order to provide service to Client, and as attributable to Client-specific requests or premises requirements, Client shall be responsible for any and all such charges. Such costs may include, but are not limited to,

responsible for any and all such charges. Such costs may include, but are not limited to, extended wiring charges, alternative business hour service installation charges or emergency service repair charges, etc.

Client acknowledges responsibility for all necessary approvals, permission from property manager or owner at Client's end-user location, and applicable permits and/or use fees to be attained, if any, for full access by MITEC prior to installation of MITEC equipment and while MITEC services are provided. If MITEC arrives for installation but cannot complete installation due to lack of access (necessitating a second trip by MITEC to the End-User location), Client agrees to pay MITEC a fee of \$120 (one-hundred and twenty dollars) to reimburse MITEC for its additional expenses incurred.

Client acknowledges and agrees that the Services may not be available 100% of the time. Credit allowances for interruption of the Services may only be provided on a case-by-case basis at the sole discretion of MITEC and shall be Client's sole remedy for any Service interruptions or other issues with the Services.

In the event that Client changes its wiring and/or terminating equipment so as to require the redesign of the service, Client shall pay all costs and expenses incurred by MITEC for the change in service.

RATE CHANGES. Rates will not be increased during the Initial Term, with the exception of tax or fee changes and international toll calling rates. Otherwise, MITEC may change the prices for the Services, toll charges, fees and taxes, from time to time. In the event of a change in prices or toll charges, MITEC will post such changes to its Website currently located at www.mitec.net International toll calling rates are updated monthly on the first of each month and no other notice shall be provided for changes to international toll calling rates. The Service Fees effective upon any renewal of the Agreement shall be MITEC's then-current Service Fees for the applicable Services.

EQUIPMENT. To use MITEC Services, MITEC may provide certain equipment for Client use. Nothing contained herein shall be interpreted to give or convey to Client, or any other person, any right, title or interest whatsoever in Equipment. Any and all MITEC equipment installed or provided to clients pursuant to execution of the Agreement or delivery of the Services stated therein shall remain the sole and exclusive property of MITEC. Equipment shall remain personal property of MITEC, notwithstanding that it may be, or become, attached to, or embedded in, realty not belonging to or occupied by MITEC. Client shall not tamper with, remove or conceal any identifying plates, tags or labels identifying MITEC's ownership interest in Equipment.

Client may need to purchase certain equipment for MITEC VoIP Services. Please refer to MITEC VoIP Services Policy for more information.

Equipment, hardware and software not provided and owned by MITEC are the sole and exclusive responsibility of Client (Client Equipment). In the event that MITEC has provided the equipment, MITEC only acts as a wholesaler and all failures and/or disputes will be governed by the manufacturer(s)' warranty(s) & policies, and are not the obligation or responsibility of MITEC unless otherwise stated in Agreement or attachments thereto.

MITEC only provides the Services and permission to use certain equipment to Client. MITEC is not responsible for the security of Client's network and circuits against or for any damages that may result from any unauthorized access to Client's network from third parties. MITEC urges Clients to seek independent advice with respect to products, equipment (including configurations), and services available to make Client's computer network and circuits more secure from third parties.

LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. Client shall not modify the Equipment in any way without the express written permission of MITEC. Client shall not use the Equipment except with the Services provided hereunder. Client will be responsible to provide the equipment with appropriate and adequate protection against power surges and such other potential damage and harm exclusive of customary wear and tear associated with its assigned

POTENTIAL DAMAGE AND HARM EXCLUSIVE OF CUSTOMARY WEAR AND TEAR ASSOCIATED WITH ITS ASSIGNED use. Any and all such damage to the equipment that results from Client's failure to so provide such protection shall be Client's sole responsibility. Except as otherwise provided for hereunder, Client is responsible for all lost, stolen or broken equipment and may be required to purchase a replacement to continue to use the Services. Replacement charges will be based on the fair retail price of Equipment, plus applicable shipping costs and taxes. Client shall immediately notify MITEC of any lost or stolen Equipment and shall cooperate with MITEC in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At MITEC's sole option, failure to report lost or stolen Equipment in a timely manner will cause Client to be responsible for all Service Fees accrued until the time that MITEC is informed of the loss or theft and MITEC is entitled to terminate the Services and Agreement following Client's breach of this Section. Equipment not provided by MITEC shall not be used by Client unless specifically agreed to in writing by MITEC. Equipment not provided by MITEC shall not be supported.

EQUIPMENT RETURN POLICY. Any and all equipment provided by MITEC to Client that is used to maintain such Services must be returned to MITEC undamaged, upon the expiration or Termination of the Agreement, to: Equipment Returns, Mitec Solutions, LLC, 2110 East Thompson Boulevard, Ventura, CA 93001. If Client fails to return such equipment in similar condition as initially provided to Client, taking into account reasonable wear and tear, Client may be responsible for replacement cost of the Equipment.

Client is responsible for all return shipping charges for any hardware returned to MITEC for any reason, including situations in which hardware is covered under warranty.

TERM. Client agrees to maintain Services for the period set forth in the Option (the "Term") and thereafter the Term shall automatically renew on a month-to-month basis. The Term begins upon activation of Client's Services (Activation Date) and expires no later than the last day of Client's Term.

For avoidance of doubt, the provisions of this Agreement relating to intellectual property ownership, client representations, confidentiality, use policies and restrictions, equipment, number porting and availability, storage of user information, client feedback, publicity rights, non-disparagement, additional software licenses, indemnification, force majeure, warranty disclaimers, limitations of liability, notices, assignment, future changes, interpretation, dispute resolution and arbitration, and choice of law shall survive termination or expiration of this Agreement for the maximum term allowable by law.

ADDITIONAL SERVICES. At Client's option, the number of Services may be increased at any time during the Initial Term or Renewal Term (any such increase, "Additional Services") by Client entering into an addendum to its Service Order that sets forth the specific Additional Services desired. Each addendum to a Service Order shall be subject to MITEC acceptance, which shall be deemed given if MITEC thereafter provides the Additional Services. Upon acceptance by MITEC, such Service Order addendum shall be deemed an amendment to the Agreement, subject to all of the terms and conditions herein, and the Service Fees shall be increased to reflect the Additional Services, subject to the same pricing and payment terms as are set forth in the Service Order. Additional Services shall be provided for a term that is coterminous with the Initial Term or Renewal Term of the Agreement.

SERVICE DOWNGRADES. A processing fee may apply when "downgrading" an existing plan to a plan with lower monthly fees (e.g., a plan with lower speeds or fewer minutes and/or features). Any reduction in the number of lines or seats under a Service Plan shall be treated as a termination of Service with respect to those lines or seats. If Client receives any equipment discounts associated with a Service plan and subsequently changes that plan to one that does not offer those equipment discounts, Client will be responsible for reimbursement of such discounts.

TERMINATION. Client may terminate Services by providing thirty (30) days written notice prior to the end of the Term or any renewal term period, as the case may be ("Termination Notice"). Any and all notices must be in writing or via email, sent to MITEC by one of the listed contacts on the current Client on file, ATTN: Service Cancellations, Mitec Solutions, 2110 East

Thompson Boulevard, Ventura, CA 93001.

Unless otherwise provided for in the Agreement, if a Client terminates the Agreement, or some of the Services provided under the Agreement, before the end of the Initial Term or any Renewal Term (the "Terminated Term"), MITEC will charge Client, and Client will pay, an early termination charge equal to 100% of the Monthly Service Fee for the terminated Service(s) multiplied by the number of months remaining in the Terminated Term on the date of termination. Client will also be responsible for any applicable unpaid fees or charges.

If a delinquent Client seeks to terminate the Agreement early, or termination occurs prior to completing the first year of the Agreement, Client must pay 100% of all remaining Agreement fees. Client must give MITEC 30-days (thirty-days) notice, and must make a payment in full to MITEC, and return all MITEC equipment to MITEC within 30-days (thirty-days) of the early termination date.

DEFAULT. Upon default by Client, MITEC may suspend Services to Client until Client remedies the default or MITEC may terminate this Agreement and services being provided hereunder. Client is in default of this Agreement if it:

- Is more than thirty (30) days past due in paying any MITEC invoice pursuant to its terms, excluding those amounts which Client has notified MITEC as reasonably being in dispute;
- Fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving written notice of the default from MITEC; or
- Files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law.

If MITEC terminates this Agreement pursuant to this section, MITEC shall have the right to seek full payment for any amounts due MITEC for services rendered prior to the date of termination plus the remaining payments due during the initial term of the Agreement.

IMMEDIATE TERMINATION. MITEC shall be entitled, in good faith, and in its reasonable discretion, to suspend, terminate or change the Services without advanced notice for Client's material breach of the Agreement, suspected fraud or use of Services for any unlawful purpose, or any misuse of the Services that adversely affects the Services, MITEC, its network or other Clients' use of the Services. MITEC may require, and if required, Client shall pay, an activation fee as a condition to changing or resuming a suspended or terminated account. Please refer to MITEC ACCEPTABLE USE POLICY for more information.

In the event of termination by MITEC during the Initial Term or any Renewal Term, an early termination charge will apply, disconnection fees, and other charges may also apply.

PAYMENT. Client agrees pay the Service Fee for Services ordered by Client, and all other amounts due under the Agreement. No refund, transfer or proration shall be made of any unused Plan Credits, Additional Credits, Promotional Credits, or international calling credits or of any remaining periods/months on any Service plan. Any applicable initiation charges, usage, monthly recurring charges, support charges, taxes and other fees are billed in full in advance on the first day or fifteenth day of each billing period.

LATE/NON-PAYMENT. Failure to pay in full within 30 (thirty) days from the due date will result in immediate account suspension and MITEC shall have no liability for such suspension under any circumstances. Accounts will be reactivated, at MITEC sole discretion, only when the account balance is paid in full and a \$25 (twenty-five dollars) reconnection fee is paid. Client agrees and acknowledges that timely payments are necessary to prevent late fees, and charges. If any charges for the Services or Products are due but unpaid for any reason including, but not limited to non-payment, Client will be subject to: (a) a late fee of 1.5% per month (but in any event no greater than the maximum amount permitted by law); (b) a \$150.00 (one-hundred and fifty dollars) fee for any and all collection attempts necessary to rectify and/or reactivate any

delinquent account and/or Services (the "Collections Fee"); and (c) the termination of any and all Services purchased by Client under any Agreement with MITEC.

Client agrees to assume any and all costs and expenses incurred by MITEC in connection with collecting any and all unpaid amounts, including, but not limited to, reasonable attorneys' fees. Any and all returned checks shall incur a \$35.00 (thirty-five dollar) returned check fee. MITEC may, in its sole discretion, consider successive returned checks as failure to pay and therefore shall be subjected to the penalties set forth herein.

Due dates and late fees for VoIP services and bundled services (VoIP and Internet) shall be governed by MITEC VoIP Services Policy.

BILLING DISPUTES. Client must dispute any charges for the Services in writing to MITEC within thirty (30) days of the date of the charge by MITEC. If Client fails to provide a written statement explaining in reasonable detail Client reasons for disputing the charge within such time period, Client hereby irrevocably waives any objection and further recourse with regard to such charges. Written statements disputing charges must be sent to ATTN: Billing Department, Mitec Solutions, 2110 East Thompson Boulevard, Ventura, CA 93001, or to billing@mitec.net.

Client waives the right to dispute any charges due to a service interruption or service problem unless it has notified MITEC of the service issue via email to support@mitec.net within 7-days (seven days) of discovering the problem, and has allowed MITEC 14-days (fourteen days) to remedy the problem.

TAXES AND FEES. Please note that taxes, surcharges, and fees are subject to change at any time. Client may be responsible for paying all charges for Client Account, including but not limited to toll-free, local, long distance, international, additional feature charges, 411 and operator assisted charges, and directory assistance charges, and for all taxes, surcharges, and fees imposed on Client or MITEC as a result of Client use of the Service, unless otherwise specified in the Agreement. Clients with a past due balance on previous or multiple accounts will be charged the full balance upon opening a new account or updating their credit card information on file. MITEC also reserves the right to charge Termination and Transfer fees consistent with each plan's terms and conditions and as provided in this Agreement.

CREDIT CARD AUTHORIZATION. If Client provides MITEC with a payment method, such as a valid credit card (including proper billing information), and, if applicable, authorizes MITEC to collect from that payment method, any such authorization will remain valid until thirty (30) days after Client terminates MITEC's authority to charge that payment method. Upon termination of payment authorization, unless an alternate automatic payment method is provided, MITEC will charge Client any fees and any other outstanding charges and disconnect your service. You agree to promptly notify MITEC of any changes to your payment method, such as credit card account number or expiration date changes. If the credit card or other payment method on Client's Account is declined or fails for any reason, MITEC will use reasonable efforts to contact Client regarding the failed billing attempts. Notwithstanding the foregoing, MITEC reserves the right to disconnect Client's Service if the credit card on file is declined or fails for any reason and services remain unpaid pursuant to the terms set forth herein. MITEC reserves the right to continue to attempt charging the credit card for any outstanding Service charges and additional fees and pursue any other legal remedies available.

ACCOUNT OWNERSHIP. The Account owner shall be the legal entity (e.g., corporation, partnership, individual) or individual that signs up for the Services with MITEC. If no legal entity or individual is provided upon sign-up, the Account owner shall be the owner of the credit card used to open the Account. Subsequent changes to ownership must be supported by appropriate legal documentation. MITEC shall not adjudicate ownership-related disputes, or any other internal business dispute. If MITEC is unable to determine the valid owner of the Account, MITEC reserves the right to suspend or terminate the Account and Services.

FRAUDULENT ACTIVITY OR ERRONEOUS CHARGES. In the event of suspected fraudulent activity or erroneous charges on Client Account, Client agrees to contact MITEC as

soon as possible by contacting billing@mitec.net. Client is solely liable for any transactions or activities by Client or anyone else that occur on Client Account, and in no event shall MITEC be liable for any unauthorized use of Client Account.

DISCOUNTS. From time to time in its sole discretion, MITEC may offer promotions or discounts. Any promotion or discount codes must be provided to MITEC upon purchase of the Services. Client shall not be entitled to a subsequent credit for such promotions or discounts if Client does not request such credit at the time of Account creation or change of service. Promotions and/or discounts may not be used cumulatively or be used for Services retroactively. If a promotion and/or discount is offered on a confidential basis, Client agrees not to disclose the promotion and/or discount and to assume full responsibility for any harm, direct or indirect, caused to MITEC by the disclosure of the promotion and/or discount.

TECHNICAL SUPPORT. MITEC provides technical support to Clients via telephone and e-mail for the Services and the Equipment provided hereunder. Support for other hardware, applications and uses is not provided or implied and except as stated in this Section, MITEC has no obligation to provide additional technical support. For Technical Support outside of your MITEC provided Internet and VoIP Services, MITEC can dispatch technician(s) onsite for the current hourly service rates. MITEC technical support rates can be found at <https://mitec.net/rates/>.

MARKETING MATERIALS AND PROMOTIONAL SERVICES. From time and time, MITEC may send Client marketing materials and offer additional promotional services to Client at no cost or at an additional fee ("Promotional Services"). Client hereby agrees that MITEC may send Client (including registered administrators and end users of Client Account) such marketing and promotional materials via electronic transmission, e-mail, mail, or otherwise, provided, that Client may unsubscribe to such materials at any time by notifying Client Support. Client understands and agrees that MITEC may modify the scope of the Promotional Services it offers at any time without additional notice to Client. Client further understands and agrees that MITEC may offer Promotional Services only to new clients and that Client may not be eligible for some or all of the Promotional Service offerings. If Client is offered promotional or special pricing by MITEC on any of the Services, Client agrees to keep the pricing information strictly confidential and shall not disclose such information to any third party without the express written consent of MITEC.

NO GRANT OF INTELLECTUAL PROPERTY RIGHTS. "Mitec Solutions", "Mitec", the MITEC logo, and other MITEC trademarks, service marks, logos, product, and service names are trademarks of MITEC (the "MITEC Marks"). Client acknowledges and agrees that any and all MITEC Marks, patents, copyrights, other trademarks, service marks, trade secrets, and all other intellectual property rights (collectively, "IP Rights") in the Applications and Services are and shall remain the sole and exclusive property of MITEC and its licensors. Nothing in this Agreement intends to or shall grant, transfer, or assign any IP Rights to, or vest any IP Rights in, Client. Client is only entitled to the limited use of the rights expressly granted to Client in this Agreement. Client will not take any action to jeopardize, limit, or interfere with the IP Rights. Client acknowledges and agrees that any unauthorized use of the IP Rights is a violation of this Agreement, as well as a violation of applicable intellectual property laws. Exception: MITEC hereby grants Client the right to display the MITEC logo on Client's materials including, but not limited to, Client's Website and literature to publicize that MITEC is a provider of Services to Client.

If Client purchases Business Services, Client hereby grants MITEC the right to disclose that it is a client of MITEC and the right to display Client's logo on MITEC materials including, but not limited to, the MITEC Website and literature. In the event MITEC decides to use one or all of Client's logos, MITEC shall adhere to Client's specifications for use of such logo that Client has provided to MITEC. MITEC shall not acquire any other rights to Client's intellectual property including, but not limited to, trade names, trademarks, product name, logo, case studies and client testimonials. Client may deny MITEC the use of such intellectual property by providing thirty (30) days written notice of such a denial in writing or via email, sent to MITEC by one of the listed contacts on the current Client Information on file, ATTN: Legal Department, Mitec

Solutions, 2110 East Thompson Boulevard, Ventura, CA 93001, or to legal@mitec.net.

NO GRANT OF RIGHTS TO THIRD PARTIES AND NO RESALE. Client agrees not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Applications or Services or any part thereof without MITEC prior written consent.

MITEC products and services are intended for use within a single business location. Client sharing service to multiple locations is strictly prohibited. If MITEC has reason to believe that unauthorized Client sharing is occurring, MITEC reserves the right to immediately terminate service. Failover circuits are intended for use when the primary circuit is experiencing a partial or complete failure so as where the primary circuit is unusable. MITEC reserves the right to review usage and determine if the failover circuit should be billed at the full rate. MITEC failover circuits are designed to transfer fifty (50) Gigabits of traffic per month.

Client agrees not to undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Applications, Services, Equipment, or any parts thereof. Client agrees not to intercept, capture, emulate, decrypt, or redirect the communications protocols used by MITEC for any purpose, including without limitation causing the Applications to connect to any computer server or other device not authorized by MITEC or in a manner not authorized by MITEC.

NON-DISPARAGEMENT. Client agrees not to directly or indirectly through a third party engage in any conduct or make any communication (public or private) that disparages MITEC or the Applications or Services in any way. Such communications include, but are not limited to, publishing, posting, printing, disseminating, or otherwise making such disparaging statements on or through the Internet, in any blog, or through any other form of social media. Client further agrees not to solicit or encourage, directly or indirectly, any such statements, comments, or communications by any third-party. In accordance with the termination provisions below, MITEC may terminate Client access to the Applications or Services if Client breaches the requirements of this section.

INDEMNIFICATION. To the maximum extent permitted by applicable law, Client shall indemnify and hold harmless, individually and collectively, MITEC, its affiliates, agents, and other providers who furnish goods and services to Client in connection with the Services, and their officers, directors, managers, employees, and shareholders (the "Indemnified Parties") from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable attorneys' fees and dispute resolution expenses) arising from or related to (1) the use of or reliance upon the Applications or Services by Client or any third party acting upon Client permission, knowledge, authority or direction, (2) a breach of this Agreement by Client, (3) any negligent acts, omissions to act or willful misconduct by Client or any third party acting with Client permission, knowledge, authority or direction, (4) the inability to use the Applications or Services or failure or outage of the Applications or Services for any reason, including but not limited to those related to calling, "911" or other emergency responders, (5) the use of the Applications or Services in connection with a violation of any applicable law, code, regulation, or ordinance, (6) the installation and/or removal by anyone, other than MITEC, of any and all equipment supplied by MITEC or supplied by any other person and/or (7) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, intellectual property rights (including patent, trademark, copyright, and trade secret rights), rights of privacy, and rights of publicity and personality.

CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY UNDERLYING SERVICE PROVIDER, IF APPLICABLE, OR ITS AFFILIATES OR CONTRACTORS AND THAT CLIENT IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MITEC AND THE UNDERLYING CARRIER. CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

NOTICES. Notices to Client shall be effective on the date sent to Client registered electronic mail address when sent by email or, at MITEC's option, five (5) days following the date deposited in regular United States Mail, postage prepaid, and addressed to Client current address on Client Account. Client is responsible for notifying MITEC of any changes in Client contacts information or address through Client Account settings page or by contacting client relations at legal@mitec.net.

Written notice to MITEC shall be effective when directed to MITEC Legal Department and received at MITEC's then-current address as posted on MITEC's Website, www.mitec.net. Client notice must specify Client name, Account information, and (if applicable) security verification question and answer. All notices from Client to MITEC must be made in writing.

Notice of a Change of Service will be considered received by Clients and such changes will become binding on Clients, on the date the changes are posted to <http://www.mitec.net/legal/terms-and-conditions/> or other Websites owned and managed by MITEC ("Change Date"), and no additional notice will be required; provided, however, that any Change of Service that would reasonably be expected to be materially adverse to Client shall not be binding on Client unless MITEC has notified Client of such change. If Client does not send MITEC notification of their desire to terminate the Agreement within thirty (30) days after the Change Date, or continues to use the Services after such time, Client is deemed to have accepted and consented to the Change of Service. If Client does not consent to the Change of Service and terminates this Agreement, Client will be responsible for any sums due hereunder

FUTURE CHANGES TO THIS AGREEMENT. MITEC may change the terms of this Agreement from time to time upon delivery of electronic or written notices to Client. MITEC generally provides written notice of changes to Client account, including this Agreement and any other legal agreements, via email, electronic notice on the MITEC Website or Client Account Page, or on Client billing statements. Client agrees to carefully read and review each such e-mail notice, electronic notice, and billing statement from MITEC fully regarding any such notices of changes to Client Account.

The modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of this Agreement. Client agrees that Client is solely responsible for (a) making sure that Client registered email account is current and functional, (b) checking Client registered email account on a routine basis, (c) checking the MITEC Website and (if applicable) Client Account page on a routine basis, and (d) making sure that MITEC communications are not blocked or rendered undeliverable by Client, Client computer, any software installed on Client computer, Client Internet service provider, or for any other reason.

In the event of a Change of Service, MITEC will post to the Website currently located <http://www.mitec.net/legal/terms-and-conditions/>.

COMPLIANCE WITH LAWS. Client agrees that Client shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which Client uses the Services, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights and restrictions concerning call recording, call monitoring, call interception and/or direct marketing or telemarketing. MITEC may provide Client with guidelines regarding compliance with applicable regulation(s); however, Client is solely responsible for ensuring that Client use of the Services is in compliance with such regulations. Client may only use the Services for Client's own use. Client may not use the Services in any way to provide, or as part of, any commercial service or application or in any way interfere with the users, services or equipment of the network. Client may not attempt to, in conjunction with any device, software program or service, circumvent technological measures employed to control access to the Service. In addition to any other remedies available in equity or law to MITEC's, failure to comply with any of the terms and conditions in this Section (Service Use Restrictions) shall result in immediate termination of the Services.

WARRANTY DISCLAIMER. The services provided hereunder are provided "as is" and "as

available” and MITEC makes no warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any similar warranty, whether said warranty arises under provisions of any law of the United States or any state thereof or any country. MITEC makes no representations or warranties that the services are free of rightful claims of any third-party for infringement or misappropriation of intellectual property or other proprietary rights (including patent and trade secret rights). The entire risk associated with the use of the services shall be borne solely by Client.

MITEC makes no warranty on up-time, response times, latency, mean-time between failures, quality of service (QoS), and/or quality of voice or fax communications. MITEC expressly disclaims any warranty that the services are appropriate for high-risk or other activities where failure of the service could result in serious harm to persons or property.

MITEC makes no warranty that the services will meet Client requirements, or that the services will be uninterrupted, timely, secure, error free or that any defects in the services will be corrected. MITEC is not responsible for messages or information lost or misdirected due to interruptions or fluctuations in the services or the internet in general. MITEC is not responsible for the content or functionality of any third-party network used in connection with the services.

MITEC does not warrant the accuracy or reliability of the results obtained through use of the services or any data or information downloaded or otherwise obtained or acquired through the use of the services. Client acknowledges that any data or information downloaded or otherwise obtained or acquired through the use of the services are at Client’s sole risk and discretion and MITEC will not be liable or responsible for any damage to Client or Client property.

No advice or information, whether oral or written, obtained by Client from MITEC, its employees, resellers, partners, or affiliates or through or from the services shall create any warranty not expressly stated in these terms and conditions.

LIMITATION OF LIABILITY. In no event shall MITEC be liable to Client or any third party for special, exemplary, indirect, incidental, consequential, or punitive damages of any kind whether arising under contract, warranty, tort (including negligence or strict liability), or any other theory of liability, even if MITEC has been informed in advance of such damages or such damages could have been reasonably foreseen by MITEC. MITEC’s total liability for any and all damages, regardless of the form of the action, shall be limited and capped in their entirety to the monthly fees MITEC charged Client during the one (1) month immediately prior to the date that the events giving rise to the action or claim first occurred. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply in any and all circumstances. Some jurisdictions do not allow certain limitations of liability, so certain of the foregoing limitations may not apply to Client.

FORCE MAJEURE (Events Beyond Our Control). MITEC shall not be liable for loss, damage, or any failure or delay in the performance of its obligations hereunder that are directly or indirectly caused by or resulting from events beyond MITEC’s reasonable control, including, without limitation, acts of God, fire, flood, hurricane, earthquake, tsunami, riot, war, terrorism, government actions and intervention, embargoes, strikes, destruction of facilities, late or failed delivery by suppliers, network maintenance; circuits provided by telephone companies or other common carriers; tampering of MITEC’s equipment either by Client, Client’s agents or by unauthorized third parties (including but not limited to property owners and their agents); any external Internet supplier, service provider or an Internet exchange point; Client’s network being compromised by unauthorized access, behavior of Client equipment, facilities or applications; radio frequency interference or blockage, cut cable and other catastrophes, or unavailability of power or Internet services or other events that are beyond MITEC’s reasonable control.

NO ASSIGNMENT. This Agreement is personal to Client (or the entity which Client represents) and may not be assigned without MITEC’s written consent. If Client is agreeing on behalf of an entity, Client represents that Client is authorized to bind the entity under this Agreement.

ARBITRATION. Binding arbitration shall be the sole and exclusive remedy for resolution of

disputes between the parties, AND EACH PARTY EXPRESSLY WAIVES THE RIGHT TO A COURT TRIAL AND TRIAL BY JURY. Such dispute shall be submitted for arbitration in Ventura County, California, before a single arbitrator agreed upon by the parties, or, if they are unable to agree, a single arbitrator appointed by American Arbitration Association (“AAA”). Such arbitration shall be governed by the commercial rules of AAA. The arbitrator’s decision will be final and may be entered into any court of competent jurisdiction. The arbitrator’s decision shall not be subject to review by a court based upon legal error. The prevailing party will be entitled to recover its reasonable attorneys’ fees and costs in connection with such arbitration.

EXCEPTIONS: Client and MITEC agree:

- If Client fails to timely pay amounts due, MITEC may assign Client account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement;
- Either Client or MITEC may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of Client or MITEC, pending the completion of arbitration.

FEES AND COSTS. Client is responsible for all costs that Client incurs in the arbitration, including, but not limited to, attorneys or expert witness fees. If a party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorneys’ fees incurred in that appeal. Notwithstanding anything to the contrary in this arbitration provision, MITEC shall pay all fees and costs which it is required by law to pay.

WAIVER OF CLASS ACTIONS. Client and MITEC agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. CLIENT AND MITEC AGREE THAT CLIENT AND MITEC MAY BRING CLAIMS AGAINST THE OTHER ONLY IN CLIENT OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Client and MITEC agree that, unless Client and MITEC agree otherwise, the arbitrator may not consolidate more than one person’s or entity’s claims, and may not otherwise preside over any form of a representative or class proceeding.

STATUTE OF LIMITATIONS. State laws may limit the time period after which Client may assert a claim; in some cases, Client may be required to assert a claim within one (1) year after the occurrence of the event or facts giving rise to a dispute (except for billing disputes). Client failure to timely assert a claim may result in a waiver of Client legal rights.

CHOICE OF LAW. This Agreement and Client use of the Applications and Services shall be governed by and construed under the laws of the State of California and the United States without regard to its conflict of law rules.

NO WAIVER OF RIGHTS. The failure of either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future.