

WELCOME TO NEXSTREAM REACH, A PRODUCT OF 4IP TECHNOLOGY AND MEDIA, LLC D/B/A NEXSTREAM (“NEXSTREAM”, “WE”, OR “US”). THE FOLLOWING TERMS OF SALE AND SERVICE (THE “AGREEMENT”) CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN NEXSTREAM AND THE PARTY ACCESSING, USING, OR PURCHASING ANY NEXSTREAM WIRELESS PRODUCT OR SERVICE (“YOU”). THIS AGREEMENT GOVERNS YOUR RELATIONSHIP WITH NEXSTREAM, ACCESS TO AND USE OF THIS WEBSITE (THE “SITE”), AND PURCHASE AND USE OF ANY AND ALL NEXSTREAM WIRELESS PRODUCTS AND SERVICES. BY USING THE SERVICES IN ANY MANNER, YOU THEREBY AGREE TO AND ACCEPT THIS AGREEMENT. YOU MAY NOT USE THE SERVICES IF YOU DO NOT AGREE TO AND ACCEPT THIS AGREEMENT. (Either you or we may also be referred to herein as a “Party” and collectively as the “Parties”)

Scope. This Agreement is intended to be the master terms of sale and service and governs Your relationship with Nexstream under which Nexstream agrees to sell Nexstream Wireless Products to You and Provide Nexstream Wireless Services to You, and You agree to receive the Products and Services (the “Purpose”). You must abide by this Agreement as it is a binding legal contract and Nexstream’s sale of any and all Products and provision of any and all Services to You is conditioned on Your agreement to the terms herein. This Agreement is subject to the construction rules provided in Section XXVII.

Within seven (7) days of Your receipt of any Product(s) and activation of the Services, You may cancel the Services or switch to a different underlying wireless network carrier and/or return the Products by contacting us via the Site or our support line. In the event that You decide to return the Product(s) and/or cancel the Services during this period, You will receive a full refund, provided that You contact us during this period via the Site or phone by contacting our support line and return the Product(s) via the prepaid shipping label within a reasonable period of time. Products that in Nexstream’s reasonable discretion have been improperly manipulated, tampered with, damaged, or abused will not qualify for a full refund. Upon inspection of a Product(s), Nexstream will notify You if Your refund has been approved. If Your refund is approved, Your payment method will be credited. This usually takes between three to five (3-5) days after the Product(s) have been received by Nexstream, but may take longer. Any and all refunds are provided solely in Nexstream’s discretion.

All orders are offers by Nexstream to You to purchase the Products. Nexstream may accept Your offer by issuing confirmation and/or shipping the product specified in Your order to the address indicated by You in such order.

All prices posted on the Site are subject to change without notice. Prices prevailing at the commencement of shipment of the Products to You by Nexstream shall apply. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to Your invoice as applicable and payable during the ordering process.

Payment for all Products is due during the ordering process and must be received and processed by Our systems prior to shipment of the Products by Nexstream to You. All payments are processed by a third-party payment processor and may be subject to such party’s additional terms of service as well as the terms of service of your bank services or payment system provider.

Chargebacks will result in immediate suspension of Your account(s) and the total amount plus late fees and all fees charged by banks and/or payment processors becoming due immediately.

Nexstream will arrange for shipment of any Products that You order to You. Shipping is provided by third-party carriers, and title and risk of loss and damage pass to You upon Nexstream’s transfer of the Products to such carriers. Payment of all shipping and handling charges specified during the ordering process are due during the ordering process. All shipping schedules are estimates only and cannot be guaranteed. Nexstream is not liable for any delays in shipments.

Any item additions, quantity changes, or specification changes made to accepted orders will generate a new acknowledgment for the entire order and a new scheduled shipment date. All sales are final. We may without liability cancel any accepted order before shipment if there are problems with Your payment or at Our discretion.

All product warranties are manufacturer warranties. Nexstream provides no additional warranties on any Products and is not responsible for any manufacturer's defect.

Nexstream is a Texas based nationwide authorized provider of communications services from AT&T, Sprint, T-Mobile, and Verizon (the "**Services**").

Service Cancellation. 90 DAYS' NOTICE REQUIRED FOR CANCELLATION OF SERVICE. If service is cancelled before 12 months, customer is responsible for remaining balance of installation in addition to 90 days of service

Website. Nexstream publishes certain Nexstream IP about Nexstream, Nexstream Wireless Products and Services, and various information regarding communications services through the Site. The Site has been made publicly available by Nexstream to allow individuals to Use the Site (*collectively* "**Visitors**"). **AS A VISITOR, YOU REPRESENT, WARRANT, AND COVENANT THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.** Nexstream maintains the Site and the Nexstream IP thereon to allow You to Use the Site to learn about Nexstream and Nexstream Wireless Products and Services, communicate with Nexstream, order Products and Services, and Use Links available on the Site. By Sharing Content via the Site, you thereby grant Nexstream a paid-in-full, royalty-free, freely and fully transferable, freely and fully assignable, freely and fully sub-licensable, irrevocable, perpetual, worldwide right and license to Share Your Content via the Site to Nexstream as well as a paid-in-full, royalty-free, freely and fully transferable, freely and fully assignable, freely and fully sub-licensable, irrevocable, perpetual, worldwide right and license to Exploit Your Content in any and every way as Nexstream sees fit for any and every purpose in Nexstream's sole discretion, without restriction or limitation of any kind, with the right to sublicense each and every such right through multiple tiers of sublicensees subject to the terms and conditions herein and, You represent and warrant that You are solely responsible for Your Content and the ramifications and results of Your choice to Share Your Content.

Nexstream Wireless Services provide high speed internet access via the major wireless carriers 4G networks ("**Data Services**"). In addition to the terms of sale and service in this Agreement, You are also subject to the terms and conditions of the applicable underlying wireless carrier network providing Your Data Services, which may be found on the individual wireless carrier's website, which at the time of publication of this agreement may be found as follows: AT&T, Sprint, T-Mobile, and Verizon. These wireless carriers' term and conditions are subject to change as indicated in therein and in accordance with applicable law.

Equipment Requirements. Nexstream Wireless Services require the use of Nexstream approved equipment. Nexstream provided SIM Cards may only be used in conjunction with such equipment and may not be used in tablets, phones, or other types of devices.

Other Services

Acceptable Use Policy. In addition to the terms of sale and service in this Agreement, the terms and conditions of the applicable underlying wireless carrier network providing Your services, which may be found on the individual wireless carrier's website, which at the time of publication of this agreement may be found as follows: AT&T, Sprint, T-Mobile, and Verizon. These wireless carriers' term and conditions are subject to change as indicated in therein and in accordance with applicable law.

Your Responsibilities. You represent, warrant, and covenant that: (A) You shall comply with all the terms and conditions of this Agreement; (B) You shall use reasonable efforts to prevent unauthorized Use of the services, and notify Nexstream promptly of any such unauthorized Use that comes to Your attention; (C) You shall use the services, only in accordance with all Regulations, this Agreement, and the terms and conditions, acceptable use policy, and other policies of Your underlying wireless carrier network; (D) You bear all responsibility and liability for the actions of the Use of the services in relation to Your SIM Card; and (E) the information that You provide to Nexstream is to the extent of Your knowledge current, true, accurate, supportable, and complete, and You will use reasonable efforts to continue to keep such information current and correct.

Prohibited Activities. You hereby expressly represent and warrant that You shall not: (A) breach this Agreement willfully or through gross negligence; (B) Use the services, any other Nexstream IP, or any other Nexstream service to circumvent or breach or attempt to circumvent or breach any Regulation or give rise to a civil liability; (C) Use the services, any other Nexstream IP, or any other Nexstream service to fund any organization which has been listed as a terrorist organization by any Regulatory Authority; (D) submit any information to Nexstream that is not true, complete, or accurate; (E) take any action that imposes an unreasonable or disproportionately large load on the underlying wireless carrier networks; (F) create Derivative Works or Exploit any Nexstream IP for any purposes other than those specifically permitted by this Agreement; (G) Use any bot, spider, scraper, data miner, or automated agent to gain Use of any information via the services or any other Nexstream IP, or any other Nexstream service; (H) facilitate any viruses, bugs, trojan horses, worms, or other software, automated agents, or programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any IP via the services or any other Nexstream IP, or any other Nexstream service; (I) perform or attempt to perform any actions that would interfere with the normal operation of the underlying wireless carrier network, the services, any other Nexstream IP, or any other Nexstream service; (J) attempt to or assist another party to attempt to access, alter or interfere with the communications and/or information of a Customer by rearranging, tampering or making an unauthorized connection with any services or to use any scheme, false representation, or false credit device, with the intent to avoid payment for, in whole or in part, the services; (L) Use the services, any other Nexstream IP, or any other Nexstream service in such a manner so as to interfere unreasonably with the use of the services by other users of the underlying wireless carrier network; (M) Use the services, any other Nexstream IP, or any other Nexstream service in such a manner so as to encourage conduct that would constitute a circumvention or breach of any Regulation or give rise to a civil liability; (N) Use the services, any other Nexstream IP, or any other Nexstream service in such a manner that is dangerous or could cause damage to any part of the underlying wireless carrier network or any other communications system; (O) manipulate or tamper with the Services; or (P) improperly manipulate or tamper with the Products, including but not limited to, changing the electronic serial number or equipment identifier of the Products. Any abuse of the Services, any other Nexstream IP, or any other Nexstream service caused by the improper manipulation of or tampering with the Products will result in a penalty from the operator, in addition to any overages occurred due to such manipulation or tampering.

Nexstream Responsibilities. Nexstream shall maintain and manage the Services in accordance with industry standards. Nexstream shall use commercially reasonable efforts to make the Services available twenty-four hours a day (24 hrs/day), seven days a week (7 days/week), except for: (1) planned downtime, of which Nexstream shall give You reasonable prior notice; or (2) any unavailability caused by circumstances beyond Nexstream's reasonable control, including Force Majeure Events. Nexstream reserves the right to audit, track or monitor Your use of the Services

to the extent permitted by Regulation to: (i) enforce the provisions of this Agreement; (ii) conform with Regulation, Regulatory Authority, a Law Enforcement Request, or Lawful Authority; (iii) protect and defend Our property rights or that of Nexstream's Affiliates, Customers, Developers, and Vendors; (iv) respond to a request for identification in connection with the protection of Intellectual Property Rights, or unlawful activity; (v) act to protect the interests of Nexstream's Affiliates, Customers, Personnel, Vendors, and the underlying wireless carrier networks; (vi) conform with Nexstream contractual obligations; or (vii) provide the Services. You agree that this Section IV (g) is sufficient notice to You of such monitoring to the extent any notice is required under Regulation.

Term. This Agreement shall take effect between the Parties upon Your Use of any of the Services and shall continue until such time as this Agreement is terminated in accordance with this Agreement. Nexstream shall provide You a Service commencement date when agreeing to provide the Services to You, which may be changed by Nexstream in Nexstream's sole discretion without liability. Each Party's termination rights as stated herein shall be without prejudice to the rights or claims such Party may have under this Agreement against the other Party for performance, nonperformance, or breach of obligations under this Agreement.

In consideration of and as payment for the Products purchased You shall provide Nexstream, such fees and consideration as set forth by the Site and herein.

Unless otherwise stated in writing between the Parties, all remuneration shall be due upon ordering the Products and Services.

Payment Disputes. In the event that You believe there is an error in any fees charged by Nexstream, You must provide Notice to Nexstream within thirty (30) days of the date of the charge.

Changes to Fees. Fees are subject to change upon Notice from Nexstream to You. Nexstream reserves the right to change the applicable fees at any time upon Notice to You.

Intellectual Property

Nexstream Intellectual Property.

Licenses from Nexstream to You. Nexstream hereby grants to You a limited, non-exclusive, freely and fully revocable license to Use such Nexstream IP and Nexstream Materials provided by Nexstream to You for the purposes of providing You Use of the Services.

IP Rights. Each Party hereby represents, warrants, and covenants that: (1) this Agreement is not intended to assign to You any Intellectual Property Rights in any Nexstream Property other than as expressly stated herein IP; (2) other than the limited licenses in Section VII(a)(i), You shall not acquire any right in any Nexstream Property unless otherwise noted by written agreement between Nexstream and You; (3) Nexstream is the owner of, or has the right to authorize You and other third parties to Use such Nexstream IP and Nexstream Materials provided by Nexstream to You and such other third parties indicated herein as contemplated by this Agreement, and the use of such Nexstream IP and Nexstream Materials as authorized does not and will not infringe or invalidate any existing Intellectual Property Right of any third party; (4) You do not and shall not claim any Intellectual Property Rights in any Nexstream IP other than the limited licenses herein as are solely necessary for the Purpose, unless otherwise noted by written agreement between Nexstream and You; and (5) nothing in this Agreement shall be construed to transfer the ownership of any Nexstream Property from Nexstream to You or any third party.

Your Content. By Sharing Content via the Services, you thereby grant Nexstream a paid-in-full, royalty-free, freely and fully transferable, freely and fully assignable, freely and fully sub-licensable, irrevocable, perpetual, worldwide right and license to Share Your Content via the Services for the Purpose, with the right to sublicense each and every such right through multiple tiers of sublicensees subject to the terms and conditions herein and, You represent and warrant

that You are solely responsible for Your Content and the ramifications and results of Your choice to Share Your Content. You hereby represent, warrant, and covenant that unless otherwise stated between the Parties in a written agreement executed by both Parties that You are the owner of or have the right to authorize Nexstream to Share Your Content as provided Shared by You via the Services and the Sharing of Your Content as authorized does not and will not infringe any existing Intellectual Property Right, violate the right of privacy, violate any contractual right, infringe or violate any right of publicity, violate any general or personal property right of any third party To the extent that You create any Derivatives from any Nexstream IP, You represent, warrant, and agree that: (i) any such Derivative shall be deemed to be wrongfully created and as such, such Derivative shall be owned by Nexstream; (ii) all right, title, and interest in and to any such Derivative shall automatically vest in Nexstream and be deemed paid-in-full and royalty free; (iii) Nexstream has no obligation to grant to You any right in any such Derivative; (iv) You thereby irrevocably assign to Nexstream any and all joint or individual ownership, rights, titles, and interests in and to such Derivative, including any and all Intellectual Property Rights; (v) in the event that the assignments in this VII(c) do not provide Nexstream with full ownership, rights, titles, and interests in and to the Derivative, You hereby grant to Nexstream an unlimited, exclusive, freely and fully transferable, freely and fully assignable, irrevocable, paid-in-full, royalty-free, perpetual, worldwide license to Exploit in any and every way the Derivative as Nexstream sees fit for any and every purpose, without restriction or limitation of any kind, with the right to sublicense each and every such right through multiple tiers of sublicensees; (vi) You hereby assigns and transfers any and all Intellectual Property Rights in any Derivative to Nexstream; (vii) You agree, where any Intellectual Property Rights may not be assigned as a matter of law, to cooperate fully with Nexstream during the lifetime of such Intellectual Property Rights, not to take any interest or action with regard to such rights that is contrary to the will and goals of Nexstream, and not to exercise any such Intellectual Property Rights without the explicit prior written consent of Nexstream; and (viii) where any Intellectual Property Rights may not be assigned as a matter of law, but may pass on to Your heirs at law, You hereby disclaim any and all such Intellectual Property Rights.

Nexstream takes Intellectual Property Rights very seriously and demands the same from Customers and follows the required procedures on alleged copyright infringement of the DMCA. The following are the procedures that Nexstream has adopted to comply with the DMCA: If a party believes that their copyright is being infringed by any IP shared via the Services, the party (the “**Notifying Party**”) should send Nexstream notification in accordance with the DMCA (a “**Notice of Infringement**”). In accordance with the DMCA, when Nexstream receives a valid Notice of Infringement, Nexstream shall respond by removing the allegedly infringing IP (the “**Disputed IP**”) and take reasonable steps to contact the party who originated such Disputed IP (the “**Originating Party**”), so that a counter-notification (“**Counter Notice**”) may be filed. On receiving a valid Counter Notice, Nexstream will provide the Notifying Party of the Counter Notice and typically restore the Disputed IP, unless Nexstream receives notice from the Originating Party that a legal action has been filed seeking a court order to restrain the Originating Party from further engaging in the allegedly infringing activity within ten (10) business days of notifying the Notifying Party of the Counter Notice. Under the DMCA, a valid Notice of Infringement must: (1) be in writing; (2) clearly identify either: (A) the Disputed IP or (B) a reference or link to the where the Disputed IP is being referred to or linked to; (3) include: (A) the Notifying Party’s current contact information; (B) Identification of the copyrighted work that is allegedly being infringed; (C) a statement that the Notifying Party has a good faith belief that the Disputed IP is being used improperly (i.e. without authorization from the valid copyright holder or the copyright holder’s agent, or in some other manner that constitutes copyright infringement); (D) a statement, under

penalty of perjury, that the information in the Notice of Infringement is accurate and that the Notifying Party is authorized to act on behalf of the copyright owner; and (E) a physical or electronic signature. This Notice of Infringement must be sent to Nexstream's designated copyright agent as indicated in Section VII(g)(iii). **A Notifying Party that knowingly misrepresents that Disputed IP is infringing a copyright may be held liable for damages, including costs and attorneys' fees, under the DMCA.**

If the Originating Party believes that the Disputed IP has been improperly removed as the result of a Notice of Infringement, the Originating Party may send Nexstream a Counter Notice. In accordance with the DMCA, when Nexstream receives a valid Counter-Notice, Nexstream shall promptly notify the Notifying Party of the Counter Notice so that the Notifying Party may file a court order to restrain the Originating Party from further engaging in the allegedly infringing activity. In accordance with the DMCA, Nexstream may restore the Disputed IP if the Notifying Party does not file such a court order within ten (10) business days of receiving the Counter Notice. Under the DMCA, a valid Counter Notice must: (1) be in writing; (2) clearly identify either: (A) the Disputed IP and (B) a reference or link to the where the Disputed IP was prior to the removal; (3) include: (A) the Originating Party's current contact information; (B) a statement under penalty of perjury that the Originating Party has a good faith belief that the Disputed IP was removed or disabled as a result of a mistake or misidentification of the Disputed IP to be removed or disabled; (C) a statement that the Originating Party will consent to the jurisdiction of: (01) the federal district court for the judicial district in which the Originating Party is located or (02) any U.S. judicial district in which the Disputed IP may be found, if the Originating Party is not a U.S. resident; and (D) a statement that the Originating Party will accept service from the Notifying Party. This Counter Notice must be sent to Nexstream's designated copyright agent as indicated in Section VII(g)(iii). **An Originating Party that knowingly misrepresents that Disputed IP was removed or disabled by mistake or misidentification may be held liable for damages, including costs and attorneys' fees, under the DMCA.**

Notices of Infringement and Counter Notices must be sent to legal@nexstream.net

Subject Line: Designated Copyright Agent

In the event that Nexstream receives Notice alleging that any IP infringes upon, dilutes, tarnishes, or otherwise violates a third party's trademark rights, Nexstream may in its sole discretion, remove or disable access to such IP until Nexstream receives either: (a) written confirmation from the third party sending such demand that the demand is withdrawn or has been resolved or (b) the party originating the disputed IP submits sufficient evidence to satisfactorily rebut the allegations contained in such demand, the adequacy of such evidence to be determined by Nexstream in Nexstream's sole discretion and which Nexstream may reject for any reason without penalty or liability.

Nexstream welcomes any and all Feedback. By submitting any such Feedback to Nexstream, You agree that Nexstream may, but shall have no obligation to, Exploit in any and every way such Feedback, as Nexstream sees fit for any and every purpose, without restriction or limitation of any kind, and You thereby grant to Nexstream an unlimited freely and fully transferable, freely and fully assignable, irrevocable, paid-in-full, royalty-free, perpetual, worldwide license to the Feedback, with the right to sublicense each and every such right through multiple tiers of sublicensees. You further agree not to permit or prosecute any Action on the ground that Nexstream's Exploitation or alleged Exploitation of such Feedback infringes or violates any of Your rights.

Nexstream shall maintain the Services and all Nexstream IP in accordance with commercially reasonable industry standards to preserve the integrity and security of all related IP from

accidental loss and from unauthorized Use or disclosure. Nexstream cannot, however, ensure or warrant that third parties will never be able to defeat those measures or gain access to such information. Nexstream reserves the right to exercise whatever lawful means Nexstream deems necessary in Nexstream's sole discretion to prevent unauthorized use of any Nexstream IP, including any and all technological barriers. The Services utilize the public Internet and third-party networks. Nexstream and Nexstream's Personnel, Affiliates, and Vendors shall not be liable for any lack of security which may be experienced by You, Customers, other users of the underlying wireless carrier network, or third parties with regard to the Services not resulting from Nexstream's gross negligence, malfeasance, or nonfeasance.

Nexstream respects the privacy of Customers and is committed to protecting Your personally identifiable information as You Use the Services. The following policy (the "**Privacy Policy**") governs Nexstream's Use of Customer Information.

When You Use Our Services, we automatically collect certain analytical information. This automatically collected information may include your IP Address, unique device or Customer identification, version of software installed on your accessing device(s), system type, the content that you Use on Our Services, and the dates and times that You Use Our Services.

Nexstream only collects personally identifiable information that You voluntarily provide to us. Nexstream uses automatically collected information to identify prior users of Our Services, to track usage of Our systems, and for analytical purposes to help us improve the Services and Nexstream's business in general. Nexstream may on occasion provide this information to an Affiliate to assist us in providing these functions as permitted by Regulation.

The personally identifiable information that You voluntarily provide to Nexstream may be used by Nexstream and our Affiliates for administrative purposes; for authentication purposes; to properly operate, maintain, and provide You with the features and functionality of the Services; to customize and personalize features for You and otherwise enrich your experience when using the Services; to present You with promotions, advertisement, and opportunities Nexstream believes may be of interest to You as permitted by Regulation; to enable Nexstream's Affiliates to assist Nexstream in operating, maintaining, and providing the Services to You; to enable Nexstream to carry out our obligations arising from any contracts/subscriptions entered into with You; to notify You about changes to this Agreement, other agreements You have with Nexstream, the Services, other Nexstream IP, and other Nexstream services; to investigate and help prevent potentially unlawful activity or activities that threaten the integrity of Our Services, or any other Nexstream IP or Nexstream services; to investigate allegations of fraud or violations of this Agreement or other agreements You have with Nexstream; and to enforce or apply Nexstream's rights under this Agreement or any other agreement You have with Nexstream and to protect the rights, property, or safety of any of Nexstream's Customers, Personnel, other users of the underlying wireless carrier network, Affiliates, or others; to improve the quality and design the Services or Nexstream IP.

Nexstream maintains Our systems in accordance with commercially reasonable industry standards to preserve the integrity and security thereof. Nexstream has implemented technical and organizational measures designed to secure such information from accidental loss and from unauthorized Use, alteration, or disclosure. Nexstream cannot, however, ensure or warrant that third parties will never be able to defeat those measures or gain access to the IP thereon. Perfect information security does not exist and You Use the Services at Your own risk.

NEXSTREAM WIRELESS PRODUCTS AND NEXSTREAM WIRELESS SERVICES ARE NOT INTENDED FOR CHILDREN. PROTECTING THE PRIVACY OF YOUNG CHILDREN IS ESPECIALLY IMPORTANT. NEXSTREAM WIRELESS PRODUCTS AND NEXSTREAM WIRELESS SERVICES ARE NOT DIRECTED TO CHILDREN UNDER THIRTEEN (13) YEARS OF AGE AND NEXSTREAM DOES NOT

KNOWINGLY COLLECT OR MAINTAIN PERSONALLY IDENTIFIABLE INFORMATION FROM PERSONS UNDER THIRTEEN (13) YEARS OF AGE. IF NEXSTREAM LEARNS THAT PERSONALLY IDENTIFIABLE INFORMATION OF PERSONS LESS THAN THIRTEEN (13) YEARS OF AGE HAS BEEN COLLECTED ON OR THROUGH THE SERVICES UNDER OUR CONTROL, THEN NEXSTREAM WILL TAKE THE APPROPRIATE STEPS TO ATTEMPT TO DELETE THIS INFORMATION. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A CHILD UNDER THIRTEEN (13) YEARS OF AGE WHO HAS PROVIDED NEXSTREAM WITH PERSONALLY IDENTIFIABLE INFORMATION, THEN PLEASE PROVIDE NEXSTREAM NOTICE TO HAVE THAT INFORMATION DELETED IMMEDIATELY.

Our Site and this Agreement may include Linked Sites. Linked Sites are provided for Your convenience and information only. Nexstream does not control the availability and content of Linked Sites. Use of Linked Sites, including the IP, Materials, products, and services on or available through Linked Sites is solely at Your own risk. Any concerns regarding Linked Sites, or any information, resources, or services therein, should be directed to the operator of the particular Linked Site.

Nexstream has a duty to protect the confidentiality of CPNI. In accordance with Regulations, each Customer has the legal right to limit, restrict, or prohibit the use of, disclosure of, or access to the Customer's individual CPNI. Nexstream has a legal duty to abide by each Customer's decision regarding the use, disclosure, or access to the Customer's CPNI, and to maintain records of such decisions as well as a legal duty to utilize reasonable measures to protect CPNI from unauthorized access or disclosure. Except as authorized by Regulation, Nexstream cannot use, disclose, or permit access to a Customer's CPNI without approval from the Customer.

FOR VISITORS OF THE SITE FROM THE EUROPEAN ECONOMIC AREA OR OTHER NON-U.S. TERRITORIES, PLEASE NOTE THAT ANY CONTENT THAT YOU VOLUNTARILY PROVIDE US WILL BE TRANSFERRED OUTSIDE THE EUROPEAN ECONOMIC AREA OR SUCH OTHER NON-U.S. TERRITORY FOR USE BY NEXSTREAM FOR AS DESCRIBED HEREIN.

Nexstream takes law enforcement and security matters very seriously and endeavors to fully assist law enforcement personnel in accordance with the Communications Assistance for Law Enforcement Act, 47 USC §§1001-1010, USA PATRIOT Act, Pub. L. No. 107-56, (2001), Cybersecurity Information Sharing Act, Pub. L. No. 113-114, (2015) and other related Regulations. However, Nexstream must also balance such request with regards to the requirements of applicable CPNI and privacy related Regulations (the "**Privacy Regulations**"). In order to effectively assist law enforcement without violation of the relevant privacy focused Regulations, Nexstream has developed its own compliance and a Systems Security and Integrity ("**SSI**") plan in compliance with 47 C.F.R. § 1.20005. If You are a Regulatory Authority or a law enforcement agency deriving jurisdiction from a Regulatory Authority ("**Lawful Authority**") seeking information via a subpoena, summons, court order, civil investigative demand, agency order, search warrant, or production order ("**Law Enforcement Request**") the following guidelines are necessary for Nexstream to facilitate the effective processing of Your Law Enforcement Request and observance of these guidelines will avoid delayed processing and receipt by You of the requested information. Absent a valid Law Enforcement Request, in compliance with the Privacy Regulations, Nexstream will not release Customer Information upon a third-party request without express permission from our Customer or as otherwise permitted by law.

Nexstream's response to a valid Law Enforcement Request will typically be limited to the provisioning of information in our records related to a particular SIM Card. Further information about a particular Customer would then need to be pursued with the relevant underlying wireless carrier network. Given the fluctuating volume of Law Enforcement Requests, the resources allocated by Nexstream to these Law Enforcement Requests, Law Enforcement Requests that are

consistent with Nexstream's submission guidelines hereinbelow will typically be answered in five (5) business days ("the **"Compliance Time"**).

All Law Enforcement Requests should be directed to:

Email: legal@nexstream.net

Subject Line: Law Enforcement Request

If You seek any Customer Information in connection with a civil legal matter, You must serve Nexstream with a valid subpoena for such information in connection with a civil matter as follows and agree in writing to compensate Nexstream for Nexstream's subpoena response services as stated herein (a **"Civil Information Request"**). Nexstream does not consent to service by any civil litigation party by any means other than pursuant to a valid Civil Information Request.

All Civil Information Requests should be directed to:

Email: legal@nexstream.net

Subject Line: Civil Information Request

In order to abide by the processes required by Regulation, the production of the requested Customer Information typically takes twenty (20) business days from the receipt of a valid Civil Information Request.

Customers who object to the production of their Customer Information by Nexstream in response to a valid Civil Information Request should consult with an attorney. Unless Nexstream receives a document from a Customer showing that such Customer is seeking a protective order or similar protection filed with an appropriate Regulatory Authority prior to the date that Nexstream's response to a Civil Information Request is produced, Nexstream will disclose the Customer Information requested in compliance with the Civil Information Request.

In order to offset the costs of Nexstream's cooperation in civil matters, Nexstream charges the following fees in association with civil matters:

Nexstream charges a flat fee of ONE HUNDRED AND FIFTY AND NO/00 U.S. DOLLARS (\$150.00) for producing records in order to comply with a valid Civil Information Request, which must be submitted prior to the initiation of the production. This fee includes research, courier, copying, and related costs. However, Nexstream reserves the right to increase the preceding flat fee at Nexstream's discretion if Nexstream determines in Nexstream's sole discretion that the Civil Information Request is seeking atypically voluminous records or in the event where retrieval of the necessary records requires atypical effort. In such event, Nexstream will notify You of any such increase prior to the production of the requested information.

If any Nexstream Personnel is subpoenaed to appear in court to provide testimony, and the witness fee is not set by Regulation in the respective jurisdiction, Nexstream charges ONE HUNDRED AND FIFTY AND NO/00 U.S. DOLLARS per hour (\$150.00/hr) billed by the quarter of the hour for such witness testimony, including travel time to and from court, plus the reasonable cost of travel, including mileage at the then current Internal Revenue Service rate, tolls, parking, airfare, rental car, train fare, taxi fare, or rideshare fare, food at a per diem rate of FIFTY AND NO/00 U.S. DOLLARS (\$50.00) and lodging in accordance with Nexstream's travel and expenses policies. Nexstream reserves the right to request pre-payment of an amount that is one half (50%) of the reasonably estimated witness testimony fee.

Payment of the aforementioned fees should be submitted to:

Nexstream

Attn: Civil Information Request

415 S Washington St

Fredericksburg, TX 78624

The Parties hereby represent, warrant, and covenant that: (a) both Parties to this Agreement are and at all times shall remain independent contractors for all purposes; (b) this Agreement creates

no agency, partnership, joint venture, trusteeship, franchisor-franchisee, or employee-employer relationship between the Parties; and (c) neither Party has the authority to bind the other Party or incur any obligation on the other Party's behalf or represent, cause, or allow to be represented, encourage, aid, or abet any other third party in the making of representations that such third party possesses any such authority in any capacity, other than as specified in this Agreement. Each Party agrees to reasonably cooperate with the other Party in exercising their rights and performing their obligations under this Agreement.

Upon termination of the Term, regardless of how termination is effected, all licenses granted hereinunder shall terminate immediately and each Party shall cease any and all Exploitation of any and all IP and Materials licensed to such Party by the other Party.

Each Party reserves all rights not expressly granted in this Agreement unless otherwise noted in writing.

Warranties. Each Party represents and warrants that: (a) the Party has the right to enter into and fully perform the mutual covenants contemplated herein, consistent with this Agreement; (b) there is no outstanding contract, commitment, or agreement to which the Party is a party that conflicts with this Agreement; (c) the Party is not subject to any injunctions or settlement agreement with private or public parties that may limit the Party's ability to comply with the terms of this Agreement; (d) the Party shall comply with all Regulations; and (e) the individual signing on behalf of the Party has the authority to bind the Party to the terms and conditions of this Agreement. EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE IN THIS AGREEMENT, NEXSTREAM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS, AND ALL SUCH WARRANTIES ARE DISCLAIMED. UNLESS OTHERWISE PROHIBITED BY LAW, ANY AND ALL NEXSTREAM WIRELESS PRODUCTS, ANY AND ALL NEXSTREAM WIRELESS PRODUCTS, ANY AND ALL SERVICES, AND ANY AND ALL NEXSTREAM PROPERTY IS PROVIDED TO YOU BY NEXSTREAM ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS, IMPLIED, OR STATUTORY.

Limit of Liability. UNLESS OTHERWISE PROHIBITED BY LAW, YOU EXPRESSLY AGREE THAT YOU ASSUME ALL RESPONSIBILITY FOR YOUR EXPLOITATION OF THE SERVICES AND ANY AND OTHER NEXSTREAM PROPERTY AND YOU EXPLOIT THEM AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES SHALL NEXSTREAM OR ANY OF NEXSTREAM'S PERSONNEL, VENDORS, OR AFFILIATES (THE "DISCLAIMING PARTIES") TO THE EXTENT PROHIBITED BY LAW BE LIABLE TO YOU FOR DAMAGES IN AN AGGREGATE AMOUNT IN EXCESS OF THE FEES PAID TO NEXSTREAM BY YOU UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE DATE THE FIRST CLAIM AROSE. UNDER NO CIRCUMSTANCES SHALL THE DISCLAIMING PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOSS OF BUSINESS, PROFITS, REVENUES, MONEY, DATA, GOODWILL, OR REPUTATION, LOSS OF ANTICIPATED BUSINESS, PROFITS, REVENUES, OR GOODWILL, OR OTHER INTANGIBLE LOSSES, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER, ARISING OUT OF, IN CONNECTION WITH, RELATING TO, OR RESULTING FROM THIS AGREEMENT, THE SERVICES, AND ANY AND ALL NEXSTREAM PROPERTY, INCLUDING, YOUR EXPLOITATION, YOUR INABILITY TO EXPLOIT, OR THE UNAVAILABILITY OF THE SERVICES, HOWEVER ARISING, EVEN IF NEXSTREAM OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES, WILL THE DISCLAIMING PARTIES TO THE EXTENT PROHIBITED BY LAW, BE LIABLE FOR FAILURE TO PERFORM THE TERMS OF THIS AGREEMENT IF SUCH FAILURE IS DUE TO ANY CAUSE OR CONDITION BEYOND NEXSTREAM'S REASONABLE CONTROL, INCLUDING ANY

FORCE MAJEURE EVENTS, FAILURE OF YOU TO REASONABLY COOPERATE WITH NEXSTREAM, OR OTHER SIMILAR CAUSES BEYOND NEXSTREAM'S CONTROL. FURTHERMORE, NONE OF THE DISCLAIMING PARTIES SHALL BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disclaimers. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on Averages; actual performance may vary, and no minimum speed is guaranteed. The Services may not be available when roaming and are not currently available in certain portions of select market areas within wireless carrier networks. You acknowledge that use of the Services, may result in the disclosure to third parties of Your information in connection with Your internet usage. As a result, You may receive advertising, warnings, alerts and other messages, including broadcast messages. Nexstream reserves the right to limit, suspend, or constrain any heavy, continuous data usage that is adversely impacting performance of or hindering access to the Carrier's Networks. Unless otherwise stated, Nexstream reserves the right to limit throughput speeds or the amount of data transferred, and deny, terminate, disconnect or suspend the Services. Nexstream reserves the right to deny, terminate, disconnect, modify, or suspend the Services if You engage in any prohibited actions. You hereby recognize that irregularities in telecommunications are common. From time to time Nexstream's Vendors may add or remove numbers, services, or areas to a specific Product, Service, or area. Speeds and pricing are subject to change at any time as determined by the wireless carriers.

Dispute Resolution. The Parties agree that it is their intention and covenant that this Agreement, performance under this Agreement, any action at law or in equity arising out of or relating to this Agreement, Nexstream, Nexstream Property, Products, or the Services and all suits and special proceedings relating to such, shall be construed in accordance with, under, and pursuant to the laws of the State of Texas, without giving effect to any principles of conflicts of law. The Parties agree and covenant that any action at law or in equity arising out of or relating to this Agreement, Nexstream, Nexstream Property, Products, or the Services will be filed only in the state or federal courts in and for the Austin Division of the Western District of Texas or the state courts in and for Austin, Travis County, Texas, and each Party hereby consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action and expressly submits to extraterritorial service of process.

In the event that either Party institutes or brings an action at law or in equity to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover such Party's costs incurred for the action, including reasonable attorneys' fees, at trial and on every appeal, writ, petition, and motion.

All notices, requests, demands, consents, permissions, and other communications hereunder shall be in writing and shall be deemed received when transmitted: (a) to the email address hereinunder, and confirmation of delivery or receipt is received, provided that if the date of receipt is not a business day, the notice, request, or communication shall be deemed not to have been received until the next succeeding business day; or (b) by overnight courier service or registered or certified mail or personal delivery, when sent to the respective Party's address as listed hereinunder and received by such Party, provided that if the date of receipt is not a business day at the respective Party's address, the notice, request or communication shall be deemed not to have been received until the next succeeding business day.

Nexstream

Attn: Legal Notice

415 S Washington St
Fredericksburg, TX 78624

Email: legal@nexstream.net

Subject Line: Legal Notice

Nexstream may modify, alter, or otherwise update this Agreement at any time provided Nexstream provides You reasonable Notice.

Nexstream may enhance, replace, modify, alter, change, or otherwise update the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Your consent.

Nexstream may enhance, replace, modify, alter, change, or otherwise update the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Your consent.

Assignment. You may not assign or transfer, whether by operation of law or otherwise, any rights or delegate any duties under this Agreement to any third parties unless Nexstream gives explicit prior written consent. Any such attempted assignment by You, will be null and void ab initio absent Nexstream's explicit prior written consent. Notwithstanding the foregoing, You may assign this Agreement to an Affiliate Controlled by You provided that such Affiliate expressly assumes all of Your rights and obligations under this Agreement and You are not released from the obligations created under this Agreement as a result of such assignment. Nexstream may assign or transfer Nexstream's rights and duties under this Agreement without restriction.

Benefit of Parties. This Agreement and the representations, warranties, covenants, indemnifications, and benefits herein shall be binding on and inure to the benefit of each Party and each Party's Affiliates and their respective: (a) predecessors, successors, and assigns, and (b) past and present attorneys, directors, members, managers, officers, representatives, shareholders, agents, employees, partners, and their respective executors, administrators, heirs, and legal and personal representatives.

Severability. To the extent permitted by Regulation, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

Execution in Counterparts. This Agreement may be executed in one or more counterparts by either manual or electronic signatures, whether digital or encrypted. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

Maximum Restrictions Intended. The Parties hereby acknowledge and agree that the time, scope, and geographic area and other provisions of this Agreement have been specifically negotiated by the Parties and are reasonable under these circumstances, and that if, despite the express agreement of the Parties, a court should hold any portion of this Agreement unenforceable for any reason, the maximum restrictions of time, scope, and geographic area reasonable under the circumstances, as determined by the court, will be substituted for the restrictions held unenforceable.

Entire Agreement. This Agreement and any Addenda hereto contain the sole and entire agreement between the Parties regarding the subject matter herein and supersedes any and all other agreements between the Parties regarding the subject matter herein, unless otherwise agreed by the Parties in writing. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery of this Agreement, except such

representations as are specifically set forth in this Agreement, and each of the Parties acknowledges that such Party has relied on such Party's own judgment in entering into this Agreement. The Parties further acknowledge that any statements or representations that may have previously been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with such Party's dealings with the other.

Survival. Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of this Agreement shall survive and remain in effect after such happening.

This Agreement has been negotiated by the Parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party. Each Party acknowledges that it has had the opportunity to discuss this matter with and obtain advice from its private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement. The headings referenced herein are for convenience purposes only, do not constitute a part of this Agreement, and will not be deemed to limit or affect any of the provisions hereof. Any capitalized term in this Agreement shall have the meaning herein defined. Any capitalized term not defined herein shall be given the definition common to such term in the common parlance of the telecommunications technology community. Any term in this Agreement written wholly in small capitalized letter shall be deemed a legal citation to relevant statutory law, reference to another executed document, or a name of a third party. The terms "herein", "hereof", "hereunder", "hereunder", and "hereby" and other terms of similar import refer to this Agreement as a whole and not to any particular provision. The term "include," "includes", and "including" are deemed to be followed by the phrase ", but not limited to,". Additionally, throughout this Agreement when context requires, capitalized terms, singular nouns, and pronouns include the plural and possessive. The following terms shall have the following definitions for the purposes of this Agreement:

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity; XXVII(b)(i), XXVII(b)(ii), or XXVII(b)(iii);

"Cause" means a Party: (i) becomes insolvent or bankrupt; (ii) makes a general assignment for the benefit of or enters into any arrangement with creditors; (iii) files a voluntary petition under any bankruptcy, insolvency, or similar law; or (iv) has proceedings under any bankruptcy, insolvency, or similar law or seeking appointment of a receiver, trustee, or liquidator instituted against it;

"Control", "Controlling", or "under common Control with" means either the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Party, whether through ownership of voting securities or the voting power to elect the directors or managers of such Party, by contract, or otherwise;

"CPNI" means such Customer Information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service to which a Customer subscribes and that the Customer makes available to a carrier solely by virtue of the carrier-customer relationship in accordance with the definition of Customer Proprietary Network Information as that term is defined by the FCC and the Telecommunications Act of 1996;

"Customer" means a party who purchases Products or receives Services from Nexstream, excluding such Visitors who solely Use the Website;

"Customer Information" means all Customer information, including Customer names, addresses, passwords, telephone numbers, fax numbers, email addresses, URLs, IP address numbers, device identifiers and serial numbers, ages, birthdates, social security numbers, biometric identifiers

including finger and voice prints, genetic information, full face photographic images and any comparable images, account numbers, demographic information, financial information, transactional information, and any other unique identifying number, characteristic, or code all information relating to medical records, including all medical record numbers, health plan beneficiary numbers, dates of admission, account numbers, and certificate/license numbers, all Customer and prospective Customer lists, all CPNI, all nonpublic personally identifiable information, and all nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act, Pub. L. 106-102, Section 628 of the Fair Credit Reporting Act, Section 216 of the Fair and Accurate Credit Transactions Act, the Health Insurance Portability and Accountability Act (HIPAA), and the Children's Online Privacy Protection Act;

"Damages" means any and all claims, liabilities, losses, expenses, or damages, including reasonable attorneys' fees and expenses, and court costs;

"Derivatives" means any and all IP or Materials that is wrongfully Developed You based on any Nexstream IP or Nexstream Materials;

"Develop" means adapt, translate, modify, revise, condense, expand, compile, edit, reverse engineer, alter, enhance, abridge, create derivative works from, and further develop;

"DMCA" means the Digital Millennium Copyright Act, 17 U.S.C. §512'

"Distribute" means to distribute, reproduce, collect, copy, make copies of, have copies made of, transmit, import, export, license, sub-license, sell, lease, rent, otherwise dispose of, and make available to Use;

"Exploit" means to Develop, Distribute, Market, and Use;

"Feedback" means any and all suggestions, recommendations, comments, complaints, or other unsolicited feedback regarding Nexstream, Nexstream Property, and the Services;

"Force Majeure Event" means any cause or condition beyond a Party's reasonable control, including any acts of god or the public enemy, acts of the government in either its sovereign or contractual capacity, fire, casualty, flood, hurricane, earthquake, epidemic, quarantine restrictions, natural or environmental disaster, war, civil unrest, terrorism, strike, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, lockout, riot, change of Regulation, insurrection, unavoidable delays, internet service provider failures or delays, denial of service attacks, the errors or failures of third parties or third-party systems, or other similar causes beyond such Party's control;

"Market" means to market, demonstrate, publicly display, publicly perform, offer for Distribution, and use for marketing;

"Materials" means any and all equipment, chattel, or tangible materials;

"Notice" shall mean written notice given in accordance with Section XVIII;

"Personnel" means the managers, officers, directors, employees, agents, and third-party contractors of a Party;

"Products" means such Materials sold by Nexstream for use in association with the Services;

"Property" means collectively IP, Materials, and real property;

"Regulation" means any applicable law, statute, regulation, ordinance, rule, order, decree, or ruling as set forth by any Regulatory Authority;

"Regulatory Authority" means any applicable federal, state, provincial, territorial, canton, parish, local, or other legal, governmental, judicial, administrative, or regulatory authority exercising proper jurisdiction over a Party or its Personnel;

"Section" means the respective section of this Agreement as enumerated herein unless otherwise specified herein;

“Share” means to transmit or make available to third parties via one or more communications channels;

“Nexstream IP” means any and all IP owned, licensed, or in the legal possession of Nexstream;

“Nexstream Materials” means any and all Materials owned, licensed, or in the legal possession of Nexstream;

“Nexstream Wireless” means that part of Nexstream that provides Products and Services for the wireless carrier networks;

“Tax” means any tax, levy, duty, or similar governmental assessment of any nature, including value-added, sales, or use, assessable by any Regulatory Authority;

“Use” means to access, use or not use, reuse, install, and copy for use, reuse, and installation; and

“Vendor” means a third-party licensor, supplier, vendor, provider, or subcontractor.

Customer: _____

NEXSTREAM

Date: _____

Date: _____

Signature: _____

Signature:  _____

VP of Business Development