

Reseller Information

Organization Name: Foundation for California Community Colleges

Contact Person: Jorge J.C. Sales

Mailing Address: 1102 Q Street, Suite 4800, Sacramento, CA 95811

Website Address: www.foundationccc.org

Telephone: 916-491-4467 Fax: 916-325-0844

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Select organization/institution type:

☒ Non-profit entity ☐ Educational entity ☐ Social welfare agency

Tax ID #: 68-0412350 IRS Exemption Code: _____

Sales Tax Exemption Number (if applicable): _____

By signing below, Reseller and Mobile Citizen agree to be legally bound by the terms and conditions of the Mobile Citizen Reseller Agreement attached hereto.

PLEASE SIGN BELOW AND SEND YOUR SIGNED AGREEMENT TO MOBILE CITIZEN VIA MAIL (825 DELAWARE STREET, STE. 500, LONGMONT, CO 80501) OR VIA E-MAIL (cbair@voqal.org).

Foundation for California Community Colleges

Signed:  Print Name: Jorge J.C. Sales
Jorge J.C. Sales (Aug 30, 2017)

Title: Executive Director of Program Development Date: Aug 30, 2017

MOBILE CITIZEN, LLC

Signed:  Print Name: Adam Miller
Adam Miller (Sep 11, 2017)

Title: Operations Manager Date: Sep 11, 2017

Mobile Citizen Reseller Agreement
Version: May 2017

This Reseller Agreement (“**Agreement**”), dated effective August 1, 2017 (“Effective Date”), is a binding legal agreement between the entity listed above (“**Reseller**”) and Mobile Citizen, LLC (“**Mobile Citizen**”).

BACKGROUND

- A. Mobile Citizen distributes third-party wireless broadband service (including any associated media and documentation, the “**Service**”) and equipment needed for the use thereof (the “**Equipment**”) to qualifying non-profit, educational and social welfare organizations.
- B. Reseller represents that it qualifies as one such organization.
- C. Reseller desires to receive from Mobile Citizen, and Mobile Citizen desires to grant to Reseller, the right to resell the Service to Permitted Users (defined below).

Now, therefore, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Scope of Agreement.

a. Service. Subject to Reseller’s continued compliance with the terms and conditions of this Agreement (including payment of fees due), Mobile Citizen grants Reseller the non-exclusive, non-transferable right, during the Term (defined below) and in the United States, to promote, market and resell subscriptions to the Service to Permitted Users (each such resold subscription, a “**Subscription**”). More information regarding the technical specifications of the Service are set forth in Appendix A attached hereto (for reference purposes only). Each Subscription will be paired with a single piece of Equipment, and in no event may Reseller or Permitted Users associated more than one device with a particular Subscription. All rights not expressly granted in this Agreement are reserved by Mobile Citizen. Neither Reseller nor any Permitted User is granted any rights to any firmware or software under this Agreement.

b. Subscription Term. The initial term of each Subscription shall be set forth in the applicable Mobile Citizen quote, invoice or order form (the “**Order**”) and, subject to Service availability and any price adjustments then in effect, will automatically renew for successive periods of equal duration, unless otherwise agreed by the parties in the Order, and unless either party elects to terminate the Subscription at least 30 days prior to the end of the then-current term. The initial Subscription term and any subsequent renewal term are collectively referred to herein as the “**Subscription Term**”. If Mobile Citizen does not receive payment in full for any applicable Subscription Fees (defined below), Mobile Citizen reserves the right to suspend or terminate the applicable Subscription(s) on five days’ notice unless the default is cured within such time.

c. Permitted Users. “Permitted Users” means (i) users, recipients or beneficiaries of the Reseller’s own non-profit, social welfare or educational programs or services, (ii) employees or contractors of a third-party non-profit or social welfare entity, or (iii) students, faculty or staff of a non-profit educational institution, in each of the foregoing cases, (A) only while such persons meet the requirements of at least one of (i)-(iii), and (B) regardless of whether the individual has reviewed or agreed to this Agreement. Once the status of a Permitted User changes so that the individual is no longer a

Permitted User, Reseller is responsible for ensuring that such individual no longer makes use of or accesses the Service. Reseller is responsible to Mobile Citizen for the conduct of Permitted Users, including all Permitted User account activity related thereto, as if such conduct were Reseller's own, and Reseller will notify Mobile Citizen immediately of any unauthorized use of a Permitted User's account or suspected security breach.

d. Third-Party Provider. Reseller understands and agrees on behalf of itself and Permitted Users that the Service is provided by a third party that may change from time to time during this Agreement (the "**Provider**"). As of the Effective Date, the Provider is Sprint Spectrum, L.P. (or an affiliate thereof). Mobile Citizen, as a distributor of the Service, does not assume responsibility for the availability of the Service or the conduct of the Provider. For example, Mobile Citizen does not control or assume responsibility congestion management, block or rate-control protocols or protocol ports, inhibit or favor any particular applications, impose user device rules or provide end-user security functionality. Reseller further understands and agrees on behalf of itself and Permitted Users that the underlying technology and availability of the Service could change after the Effective Date in a manner causing changes or disruptions to the Service ("**Provider Service Change**"). Any change to or disruption of the Service in connection with the foregoing shall not constitute a breach of this Agreement.

e. Equipment. Reseller is responsible for ordering through Mobile Citizen all Equipment needed for its Permitted Users' use of the Service. Requirements for Equipment compatibility with the Provider's network are set forth on the Provider's website. Mobile Citizen is not responsible for any failure of the Equipment to function properly with the Service. In addition, Reseller is responsible for ensuring that all Equipment and associated components thereof meet the minimum technical requirements posted on Provider's website. Equipment must be activated and authenticated by the Provider prior to first use. All Equipment is delivered Free On Board (FOB) Origin, *freight prepaid and added*, unless otherwise agreed. Rental arrangements between Reseller and Permitted End Users are not permitted without Mobile Citizen's prior written consent. The use of third-party equipment is not permitted without the prior written approval of Mobile Citizen.

2. Pricing, Payment & Other Charges.

a. Pricing & Payment. Pricing for each Subscription (the "**Subscription Fee**") and for any Equipment is set forth in the Order. Mobile Citizen agrees to offer Reseller a [REDACTED] discount on Mobile Citizen's then-current market pricing for Service. [REDACTED]

[REDACTED] All pricing and discounts are subject to adjustment at the end of the initial Subscription term and any renewal term. Payment is due regardless of whether Reseller has been paid by a Permitted User for a particular Subscription and regardless of whether a Subscription has been suspended by Mobile Citizen or Provider as permitted by this Agreement. Reseller will pay all undisputed amounts invoiced within 30 days of the invoice date and must notify Mobile Citizen in writing of any disputed amounts within such time, in which case Reseller may withhold the disputed portions of the invoice pending resolution of the dispute. Payments are otherwise not subject to set off or withholding for any reason.

b. Reseller Fees. Reseller may charge Permitted Users no more than the applicable Subscription Fee paid by Reseller to Mobile Citizen, except that Reseller may charge a reasonable administrative fee. Mobile Citizen may request, and Reseller shall promptly provide, written verification of Reseller's compliance with this Section 2 at any time.

c. Taxes, Fees & Other Charges. Reseller will be responsible for all applicable taxes, duties, fees, surcharges, account set-up fees or other costs payable in connection with the Service or otherwise incurred by Mobile Citizen (including Equipment shipping costs), except to the extent Reseller can

show with documentation satisfactory to Mobile Citizen that Reseller (or the Permitted User, as the case may be) is legally exempt from such taxes or fees. The taxes, fees and other charges detailed above may vary on a monthly basis. Mobile Citizen is not required to provide advance notice thereof except as required by law. Surcharges and recovery fees are not taxes and are not required by law, but are set by Mobile Citizen and may change. Reseller also agrees to pay any additional charges or fees applied to its account, including interest and charges due to insufficient credit or insufficient funds.

3. **Pass-Through Terms of Service.** As a condition to resale of the Service hereunder, Reseller must legally bind all Permitted Users to terms and conditions no less restrictive than the minimum terms of service attached hereto as Appendix B (the “**Minimum Terms of Service**”) prior to the Permitted User’s initial access to or use of the Service.

4. **Branding and Trademark Licenses.** Subject to the terms and conditions of this Agreement, Mobile Citizen grants Reseller a non-exclusive, non-transferable, royalty-free and revocable license, without right of sublicense, to use, copy, reproduce and distribute, in accordance with Mobile Citizen’s then-current usage guidelines, any marketing materials provided by Mobile Citizen under this Agreement (the “Marketing Materials”) and any trademarks, service marks, logos and trade names of Mobile Citizen included in or on such Marketing Materials (the “Mobile Citizen Marks”) or used in or on any Reseller Materials (defined below), solely in connection with marketing the Subscriptions and solely after receiving Mobile Citizen’s prior written approval to each use of the Mobile Citizen Marks. Reseller agrees to reproduce any Mobile Citizen Marks or other proprietary notices on any Marketing Materials copied, reproduced or distributed by Reseller. Reseller may develop its own marketing materials for the Service (“**Reseller Materials**”), provided that Reseller does not make any Reseller Materials publicly available until Reseller has received Mobile Citizen’s prior written approval. Reseller shall not use any practices or make any public statements that are false, misleading, deceptive or otherwise detrimental to the goodwill of Mobile Citizen. The Marketing Materials and Mobile Citizen Marks, and all worldwide intellectual property rights therein, are the exclusive property of Mobile Citizen. This Agreement does not convey to Reseller the right to advertise the Provider, or otherwise use the trademarks and service marks of the Provider, without the Provider’s prior written consent.

5. **Service Limitations & Restrictions.**

a. Availability. The Service is not available in all locations and Permitted Users will only be able to access the Service when within the operating range of the Provider’s network, which may change from time to time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Mobile Citizen’s control. The Service and Equipment may not function in the event of a power failure or disruption, and Permitted Users may be required to reset or reconfigure their modem or other hardware in order to use the Service thereafter. Neither Mobile Citizen nor Provider assume any liability hereunder with regard to any failure or lack of performance of the Service for any reason whatsoever.

b. Service Quality and Maintenance. The speed and bandwidth available to each computer or device accessing the Service may vary for a variety of reasons. The Provider reserves the right to engage in reasonable network management and/or eliminate malicious traffic patterns and prevent the distribution of viruses or other malicious code, as provided in the Provider T&C’s. In addition, the Provider will perform maintenance on the Service, which may include planned or unplanned interruptions of the Service. Reseller acknowledges and agrees that neither Mobile Citizen nor any of the other Mobile Citizen Parties (defined below) will be responsible for any losses or damages suffered by Permitted Users as a result of any Service interruptions. Reseller acknowledges that the

Service may not be available in all areas, and even within coverage areas service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service. No credit or adjustment will be made for interruptions or degradations of the Service except as agreed by Mobile Citizen in its discretion or as required by applicable law.

c. Provider AUP, T&C. Use of the Service is subject to the Provider's then-current (i) acceptable use policy (the "**Provider AUP**"), a copy of which is, as of the Effective Date, available at <http://www.sprint.com/legal/agreement.html?INTNAV=CMS:LGL:Acceptable Use Policy#acceptable> and incorporated herein by reference; and (ii) end user terms and conditions (the "**Provider T&C**"), a copy of which is, as of the Effective Date, available at <http://www.sprint.com/termsandconditions> and incorporated herein by reference.

d. Usage Limits. THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY MOBILE CITIZEN AND ARE SUBJECT TO CHANGE. MOBILE CITIZEN MAY NOT RECEIVE ADVANCE NOTICE OF ANY SUCH CHANGES FROM THE PROVIDER AND IN SUCH CASES WILL NOT BE ABLE TO GIVE RESELLER ADVANCE NOTICE THEREOF.

e. Prohibitions. Except as expressly permitted in Section 1.a, Reseller shall not resell Subscriptions or the Service, permit third parties to access the Service, grant any sublicense, or distribute or transmit the Service in whole or in part. This Agreement does not grant Reseller any right to use the Service internally. If Reseller desires to use the Service internally, Reseller must sign a Mobile Citizen Direct Customer Agreement. Reseller and Permitted Users shall not reverse-engineer, interfere or tamper with, or otherwise use or abuse the Service or Equipment with the intended or actual effect of violating this Agreement or any party's intellectual property rights.

6. Compliance with Laws. Reseller represents and warrants that it and all Permitted Users will comply with all applicable laws and regulations in connection with the resale and use of the Service, including, without limitation, all wireless broadband reseller disclosure requirements promulgated by the Federal Communications Commission (FCC), such as the FCC's Transparency Rule (set forth at 47 CFR 8.3, as may be amended from time to time). ***Without limiting the generality of the foregoing, Reseller represents that it has read and understands Mobile Citizen's Recommended Open Internet Transparency Rule Disclosures for Resellers (as may be amended), located as of the Effective Date at mobilecitizen.org/legal.***

7. Term and Termination.

a. Term. This Agreement will commence on the Effective Date and, unless sooner terminated as permitted herein, will continue in effect until all Subscriptions hereunder have expired or been terminated (the "**Term**"). The term of each individual Subscription is described in Section 1, above.

b. Termination of Subscription or Suspension of Service by Mobile Citizen.

i). Mobile Citizen may suspend or terminate the Service, in whole or in part, upon written notice to Reseller in the event Reseller has breached any term of this Agreement, provided that, where such breach is curable, Reseller has failed to cure said breach within 30 days' receipt of notice of the breach. Mobile Citizen may also suspend or terminate Service for an individual Subscription upon written notice to Reseller where a Permitted User of such Subscription has breached any terms of this Agreement, provided that, where such breach is curable, Permitted User has failed to cure said breach within 30 days of Reseller's receipt of notice of breach from Mobile Citizen. Termination of Service will automatically constitute termination of the affected Subscription. For purposes of this

clause b(i), any violation of the Provider AUP, the Provider T&C, intellectual property rights or applicable laws or regulations may be deemed incurable by Mobile Citizen in its reasonable discretion.

ii). Mobile Citizen may suspend or terminate the Service, in whole or in part, in the event the Provider ceases to make the Service available to Mobile Citizen for any reason (including in the case of a Provider Service Change), Mobile Citizen otherwise loses the right to offer Subscriptions for any reason, or Mobile Citizen incurs a material increase in the cost of providing the Service. Mobile Citizen will use good-faith efforts to provide as much advance notice of such suspension or termination as is practicable under the circumstances; however, Reseller understands that Mobile Citizen may not receive advance notice from the Provider of suspended or terminated Service.

iii). Where Mobile Citizen terminates a Subscription without cause more than one month prior to the expiration of a Subscription, Mobile Citizen will issue a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.

c. Effect of Termination. Upon expiration or termination of a Subscription for any reason, all rights of access to and use of the Service under the Subscription shall automatically terminate and Reseller will cause Permitted Users to immediately cease use of the Service. Upon expiration of the Agreement, Reseller shall immediately cease all marketing, advertising and reselling of the Service.

8. Confidentiality. Either party (the “Disclosing Party”) may from time to time disclose to the other party (the “Receiving Party”) certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party (“Confidential Information”). The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by the Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party, and in the case of Mobile Citizen only, its affiliated companies, who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Receiving Party’s obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party’s request and expense, in any lawful action to contest or limit the scope of such required disclosure. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement. The Receiving Party will certify in writing signed by an officer of the

Receiving Party that it has fully complied with its obligations under this Section.

9. Representations and Warranties; Disclaimer.

a. By Reseller. Reseller represents and warrants that: (i) it is a non-profit or social welfare organization or educational institution and will only allow persons who are current Permitted Users access to Subscriptions; (ii) it is listed on <http://www2.guidestar.org> (or, if not listed, has otherwise been approved in writing by Mobile Citizen), (iii) it has requisite authority to enter into this Agreement (iv) all information provided to Mobile Citizen will be accurate, complete and current; (v) it will not make or publish any representations, warranties or guarantees on behalf of Mobile Citizen Parties (defined below) or the Provider concerning the availability, performance or functionality of the Service other than as set forth in Section 4, above; and (vi) it will keep Mobile Citizen informed of any problems and resolutions with the Service. Reseller will provide Mobile Citizen with a copy of the standard it applies to assure compliance with clause (i), above, and shall certify annually to Mobile Citizen that it is in compliance with clause (i). Reseller shall maintain such records as may be necessary to establish such compliance and make them available to Mobile Citizen upon request.

b. Equipment Warranty & Replacement. To the extent Mobile Citizen has the power and authority to do so, Mobile Citizen will pass through to Reseller any manufacturer's warranty offered for the Equipment. Mobile Citizen does not guarantee the availability of any particular Equipment make or model, whether at the time of Order placement or in connection with replacing defective units, and Reseller understands and agrees that replacement Equipment will be based on then-current availability and may be of a different or lesser quality or functionality.

c. Disclaimer of Warranties. MOBILE CITIZEN, ITS RELATED ENTITIES AND ITS SUPPLIERS, INCLUDING WITHOUT LIMITATION EBS SUPPORT SERVICES LLC AND ITS AFFILIATES (COLLECTIVELY, THE "MOBILE CITIZEN PARTIES") MAKE NO WARRANTIES UNDER THIS AGREEMENT AND HEREBY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE AND THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL USE OF THE SERVICE AND EQUIPMENT IS AT THE RESELLER'S AND PERMITTED USER'S OWN RISK. THE SERVICE AND EQUIPMENT ARE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS EXCEPT AS EXPRESSLY PROVIDED HEREIN.

10. Support Services. Except as expressly set forth in this Agreement, Mobile Citizen shall have no obligations with respect to the Service. Reseller is responsible for handling all billing, payment, collection, disputes and administrative matters related to Permitted Users. Except for any basic Tier 1 technical support that Mobile Citizen may elect to provide, technical support requests will be routed to and are the responsibility of the Provider (collectively, the "Support Services"). Support Services are subject to Permitted Users' use of the Service and Equipment in accordance with this Agreement as well as, in the case of Equipment defects, the manufacturer's applicable warranty policy. Mobile Citizen or the Provider may need to access Equipment or related hardware or software in order to provide Support Services. Defective Equipment should be returned to the Provider as instructed by Mobile Citizen or the Provider. EACH MOBILE CITIZEN PARTY IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY OTHER MOBILE CITIZEN PARTY, THE PROVIDER OR THIRD PARTIES IN CONNECTION WITH SUPPORT SERVICES. Provider will only provide Support Services for Equipment purchased through Mobile Citizen, through the Provider or an authorized Provider dealer.

11. Service Modification and Discontinuation. Mobile Citizen and the Provider reserve the right at any

time to in any way modify, edit, suspend or discontinue the Service or the Support Services made available hereunder with or without notice. In the event of Service discontinuation or of Service changes causing a material adverse effect on the quality or availability of Service, the Reseller may, as its and the Permitted Users' sole and exclusive remedy arising out of this Agreement, terminate the affected Subscriptions and the sole and exclusive liability of Mobile Citizen and the other Mobile Citizen Parties shall be to pay Reseller a refund of Subscription Fees previously paid for full, for unused months remaining on the then-current Subscription Term.

12. **Changes to Terms.** Mobile Citizen reserves the right to make modifications to the terms of this Agreement as may reasonably be needed to comply with applicable laws or to account for changes in Mobile Citizen's business, course of dealing with the Provider, or other factors. The Provider also reserves the right to change or update the Provider AUP and Provider T&C at any time. Mobile Citizen will make reasonable attempts to provide Reseller with notice of such changes (to the extent the Provider has not already done so), which may include reflecting such changes on the Mobile Citizen website. All such changes will be deemed effective and accepted by Reseller and Permitted Users upon their continued use of the Service thereafter; provided, however, that if such modifications are not agreeable to Reseller or to Permitted Users, Reseller may elect instead (as its sole and exclusive remedy) to terminate the affected Subscriptions within 30 days of the change and receive a refund of Subscription Fees previously paid for full, unused months remaining on the then-current Subscription Term.

13. **Indemnification.** Reseller shall defend, indemnify and hold harmless the Mobile Citizen Parties from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties (including any Permitted User) resulting from or relating to: (a) any acts, omissions or breach of the representations and warranties in this Agreement of or by Reseller; or (b) any acts, omissions or breach of these TOS or the Minimum Terms of Service by Permitted Users (or any other user receiving access to the Service through Reseller).

14. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE MOBILE CITIZEN PARTIES' CUMULATIVE LIABILITY TO RESELLER AND TO ANY PERMITTED USER OR THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY RESELLER TO MOBILE CITIZEN IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE FIRST CLAIM AROSE. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE MOBILE CITIZEN PARTIES WILL HAVE NO LIABILITY WITH REGARD TO ANY DEFECT OR FAILURE OF THE SERVICE, EQUIPMENT OR SUPPORT SERVICES, ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF RESELLER'S OR ANY PERMITTED USER'S DATA, ANY COST OF OBTAINING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. FURTHER, IN NO EVENT WILL THE MOBILE CITIZEN PARTIES BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR THE EQUIPMENT, UNDER ANY THEORY, WHETHER CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Assignment.** Reseller's rights under this Agreement may not be transferred, leased, assigned, or sublicensed, including without limitation to any successor in interest, without the prior written consent of Mobile Citizen. Any purported attempt to transfer, lease, assign or sublicense Reseller's rights without the consent of Mobile Citizen will be void, and Mobile Citizen may immediately terminate this Agreement without liability. Notwithstanding the foregoing, all provisions of this Agreement shall be binding upon

Reseller successors and permitted assigns.

16. **Governing Law & Venue.** Any question, controversy or dispute arising out of or related to this Agreement (a “**Dispute**”) shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts seated in Sacramento, CA for the resolution of any such Dispute. To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.

17. **Content and Security.** Any material downloaded or otherwise obtained through use of the Services is accessed at Permitted Users’ own discretion and risk. The Mobile Citizen Parties do not control and are not responsible for any third-party websites, content, services or products that Permitted Users may access or encounter during use of the Service, and the Mobile Citizen Parties and the Provider each reserve the right to engage in reasonable network management to protect the overall integrity of the Provider’s network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined primarily by resource consumption. The Provider’s network management practices may entail the inspection and storage of network traffic, the provision of network traffic to third parties and/or the use of network traffic for non-network management purposes. For further information, please refer to the Provider AUP and Provider T&C, which form a part of these TOS. The Mobile Citizen Parties and the Provider also have the right to take actions either of them deem reasonably necessary to protect any individual or entity, comply with applicable laws, regulations, or government requests, or to enforce the terms of the Agreement. Reseller acknowledges that the Internet and wireless communications are not inherently secure means of data communication, the Mobile Citizen Parties shall have no liability for breaches of security beyond their reasonable control, including, without limitation, Permitted User negligence with respect to controlling access to the Service or the Permitted User’s data. It is the sole responsibility of Permitted Users to obtain and implement appropriate security devices, software, and other measures (including without limitation firewalls) to protect Permitted Users’ systems and data from theft, viruses, worms, Trojan horses or other security threats, and the Mobile Citizen Parties have no responsibility or liability with regard thereto.

18. **Notices.** Except where the Agreement provides otherwise, all notices, required or permitted under this Agreement shall be delivered in writing in person or by courier, overnight delivery or by certified or registered mail (postage prepaid and return receipt requested) to the other party at its address set forth in the Order (in the case of Reseller), and in the case of Mobile Citizen delivered to: Mobile Citizen LLC, 825 Delaware Street, Ste. 500, Longmont, CO 80501. Notice hereunder will be effective upon certified delivery. Either party may change to the notice address by Notice to the other party.

19. **General.** None of the Mobile Citizen Parties or Provider shall be responsible or liable in any manner under this Agreement for any failure in the Service or Mobile Citizen’s performance of this Agreement to the extent that such failure is due to acts of God, failure of suppliers or other causes beyond its control or by reason of a change in the Service. Except as otherwise provided herein, no amendment or modification of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of each party. If any part of this Agreement is found invalid (including without limitation any conflict with any applicable law or regulation) such invalidity will not affect the remaining portions of this Agreement, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This Agreement constitutes the

complete agreement between Reseller and Mobile Citizen Party with respect to the subject matter hereof and supersedes all proposals (oral or written), all previous negotiations, and all other communications, including without limitation communications on the website of any Mobile Citizen Party, except as set forth above. In the event of conflict between the terms of this Agreement and an Order, the Order shall control and take precedence; provided, however, that each party hereby rejects the inclusion of any pre-printed terms on any purchase orders, invoices or related payment documentation that conflict with or are otherwise inconsistent with the risk allocations set forth in this Agreement.

Appendix A
to Reseller Agreement

Additional information regarding the Service

Mobile Citizen 30GB+ 4G LTE Plan

Sprint is providing Mobile Citizen's users with a 30GB+ 4G LTE data-only plan (with no throttling, suspension or overage charges after 30 GB). The plan does not include off-network roaming and it is subject to any standard network management that Sprint may apply to commercial broadband data-only account users.

Appendix B to Reseller Agreement

Mobile Citizen Minimum Terms of Service

1. **Definitions:** For purposes of these Minimum Terms of Service, the following definitions apply:

“Customer” and **“you”** refer to the end customer, whether an individual or an entity (such as a school), entering into a Customer Agreement with Reseller.

“Customer Agreement” refers to your legal agreement with Reseller relating to use of the Service, into which these Minimum Terms of Service are incorporated.

“Equipment” refers to the modems and other equipment required to use the Service.

“Mobile Citizen” means Mobile Citizen, LLC.

“Provider” refers to the third-party provider of the Service, as may change from time to time. The current Provider is: Sprint Spectrum, L.P (or an affiliate thereof).

“Reseller” refers to the Mobile Citizen reseller of the Service that is entering into your Customer Agreement with you.

“Service” refers to the wireless broadband service distributed by Mobile Citizen to Reseller and resold by Reseller to you under your Customer Agreement, including any associated media or documentation.

2. **Equipment.** You must purchase all necessary Equipment through Reseller. Rental arrangements are not permitted without Mobile Citizen’s prior written consent, nor is the use of third-party equipment. You agree not to tamper with, modify, reverse-engineer or interfere with the Equipment.
3. **Use of Service.** You may only access and use the Service for your internal, personal, non-commercial use in accordance with the Customer Agreement and applicable laws and regulations. You are responsible for all usage of your account (including any violation of the Customer Agreement) and agree to notify Reseller immediately of any unauthorized use of the account or suspected security breach. You are not granted any rights to any firmware or software under the Customer Agreement. All rights not expressly granted in these Minimum Terms of Service are reserved by Mobile Citizen or the Provider.
4. **Service Limitations & Restrictions.**
- a. Availability.** The Service is not available in all locations and you will only be able to access the Service when within the operating range of the Provider’s network, which may change from time to time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Reseller’s or Mobile Citizen’s control. The Service and Equipment may not function in the event of a power failure or disruption, and you may be required to reset or reconfigure their modem or other hardware in order to use the Service thereafter. Reseller and Mobile Citizen have no liability with regard to any failure or lack of performance of the Service.
- b. Provider AUP, T&C.** Use of the Service is subject to the Provider’s then-current (i) acceptable use

policy (the “**Provider AUP**”), a copy of which is, as of the Effective Date, available at <http://www.sprint.com/legal/agreement.html?INTNAV=CMS:LGL:Acceptable Use Policy#acceptable> and incorporated herein by reference; and (ii) end user terms and conditions (the “**Provider T&C**”), a copy of which is, as of the Effective Date, available at <http://www.sprint.com/termsandconditions> and incorporated herein by reference.

c. Usage Limits. THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY RESELLER OR MOBILE CITIZEN AND ARE SUBJECT TO CHANGE. RESELLER AND MOBILE CITIZEN MAY NOT RECEIVE ADVANCE NOTICE OF ANY SUCH CHANGES FROM THE PROVIDER AND IN SUCH CASES WILL NOT BE ABLE TO GIVE YOU ADVANCE NOTICE THEREOF.

5. Disclaimer of Warranties; Waiver of Liability. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER RESELLER, MOBILE CITIZEN, THEIR RELATED PARTIES AND SUPPLIERS (COLLECTIVELY, THE “**MOBILE CITIZEN PARTIES**”) NOR PROVIDER MAKE NO WARRANTIES AND HEREBY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE AND THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. YOUR USE OF THE SERVICE AND EQUIPMENT IS AT YOUR OWN RISK. THE SERVICE AND EQUIPMENT ARE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS EXCEPT AS EXPRESSLY PROVIDED HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE THAT YOU HAVE NO CONTRACT WITH MOBILE CITIZEN AND AGREE THAT YOU WILL NOT HOLD MOBILE CITIZEN PARTIES LIABLE OR RESPONSIBLE IN ANY MANNER FOR ANY ASPECT OF THE SERVICE, ANY FAILURE OF THE SERVICE OR ANY RESULTS OF USING THE SERVICE, OR SEEK DAMAGES OR RELIEF AGAINST MOBILE CITIZEN UNDER ANY THEORY OF RECOVERY.

6. Content and Security. Any material downloaded or otherwise obtained through use of the Services is accessed at your own discretion and risk. The Mobile Citizen Parties do not control and are not responsible for any third-party websites, content, services or products that you may access or encounter during use of the Service, and the Mobile Citizen Parties and the Provider each reserve the right to engage in reasonable network management to protect the overall integrity of the Provider’s network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined primarily by resource consumption. The Provider’s network management practices may entail the inspection and storage of network traffic, the provision of network traffic to third parties and/or the use of network traffic for non-network management purposes. For further information, please refer to the Provider AUP and Provider T&C, which form a part of these Minimum Terms of Service. The Mobile Citizen Parties and the Provider also have the right to take actions either of them deem reasonably necessary to protect any individual or entity, comply with applicable laws, regulations, or government requests, or to enforce the terms of these Minimum Terms of Service. You acknowledge that the Internet and wireless communications are not inherently secure means of data communication, the Mobile Citizen Parties shall have no liability for breaches of security beyond their reasonable control, including, without limitation, your negligence with respect to controlling access to the Service or your data. It is your sole responsibility to obtain and implement appropriate security devices, software, and other measures (including without limitation firewalls) to protect your systems and data from theft, viruses, worms, Trojan horses, or other security threats, and the Mobile Citizen Parties have no responsibility or liability with

regard thereto.

7. **Support Services.** Reseller is responsible for handling all billing, payment, collection, disputes and administrative matters related to your Subscription. Except for any basic Tier 1 technical support that Reseller or Mobile Citizen may elect to provide, technical support requests will be routed to and are the responsibility of the Provider (collectively, the "Support Services"). Support Services are subject to your use of the Service and Equipment in accordance with these Minimum Terms of Service as well as, in the case of Equipment defects, the manufacturer's applicable warranty policy. Mobile Citizen or the Provider may need to access Equipment or related hardware or software in order to provide Support Services. Defective Equipment should be returned to the Provider as instructed by Mobile Citizen or the Provider. **NO MOBILE CITIZEN PARTY IS RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY OTHER MOBILE CITIZEN PARTY OR THIRD PARTIES IN CONNECTION WITH SUPPORT SERVICES.** The Provider will only provide Support Services for Equipment purchased through Mobile Citizen, through the Provider or an authorized Provider dealer.

8. **Service Modification and Discontinuation.** Mobile Citizen and the Provider reserve the right at any time to in any way modify, edit, suspend or discontinue the Service or the Support Services made available hereunder with or without notice. In the event of Service discontinuation or of Service changes causing a material adverse effect on the quality or availability of Service, you may, as your sole and exclusive remedy arising out of this Section, terminate your affected Subscription(s) and the sole and exclusive liability of Reseller and the Mobile Citizen Parties shall be to a refund of Subscription fees previously paid for full, for unused months remaining on the then-current Subscription term.

9. **Changes to Terms.** Mobile Citizen reserves the right to make modifications to these Minimum Terms of Service as may reasonably be needed to comply with applicable laws or to account for changes in Mobile Citizen's business, course of dealing with the Provider, or other factors. The Provider also reserves the right to change or update the Provider AUP and Provider T&C at any time. Mobile Citizen or the Provider (as the case may be) will make reasonable attempt to provide Reseller with notice of such changes. All such changes will be deemed effective and accepted by you upon your continued use of the Service thereafter; provided, however, that if such modifications are not agreeable to you, you may elect instead (as your sole and exclusive remedy) to terminate your affected Subscription(s) within 30 days of the change and receive a refund of Subscription fees previously paid for full, unused months remaining on the then-current Subscription term.

10. **Third Party Beneficiary.** You agree that Mobile Citizen shall be an express, intended third-party beneficiary of this Agreement and can enforce the terms and conditions to the same extent as Reseller.