



TERMS AND CONDITIONS OF SERVICES

Terms and Conditions. These Terms and Conditions of Services (the “Terms and Conditions”) govern the secure voice and text communication services (the “Services”) to be provided by Sotera Digital Security Corporation (“Sotera”) to you (the “Customer”) by means of the Sotera Phone (the “Device”).

Acceptance and Effectiveness. The Terms and Conditions shall be deemed accepted and shall become effective upon receipt by Customer of the Device or Devices and shall remain in effect for as long as Sotera provides the Services to the Customer. These Terms and Conditions may be amended from time to time by Sotera in which case Sotera shall provide notice to Customer.

Price. The price to be charged by Sotera for the provision of the Services (the “Price”) is informed to the Customer in the corresponding invoice and may be modified by Sotera from time to time by providing to the Customer a 90-day prior notice via e mail.

Additional Fees. Sotera may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Sotera incurs in complying with governmental programs. These fees, charges or surcharges may include state and federal Carrier Universal Service Charges (“CUSC”), Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges, and the amounts may vary. If the Federal Communications Commission (“FCC”) requires that Sotera contribute to the Universal Service Fund (“USF”) based on services that Sotera in good faith has treated as exempt, Sotera will bill Customer the CUSC for such services beginning on the date the FCC establishes such services became subject to USF contributions.

Taxes. The Price does not include sales, value added or similar taxes. Customer will not deduct any withholding taxes (or taxes deducted at the source) from any invoiced amounts. Customer will pay Sotera as if no withholding taxes were applied and will (in addition) pay any withholding taxes to the relevant authorities in accordance with applicable law. To the extent Customer deducts withholding taxes from any invoiced amount, Customer agrees to indemnify Sotera in the amount of Customer’s deduction of such withholding taxes.

Orders. To the extent that any order is placed, Sotera may accept it by (A) informing its acceptance to Customer or (B) initiating the provision of the Services. Any terms and conditions in any Customer-generated order or other type of document will have no force or effect other than to denote quantity or Services purchased, delivery destinations, requested delivery dates and any other information required by these Terms and Conditions. These Terms and Conditions shall prevail over the terms and conditions of any such Customer-generated order. Customer may cancel an order at any time before Sotera ships the Device, but Customer will pay any actual costs incurred by Sotera due to Customer’s cancellation. Sotera may reject or cancel an order for any reason. Sotera will notify Customer of rejected or canceled orders.

Invoicing. Invoicing for the Services will start once the Device is activated and will be made in advance (usage-based charges, if any, will be billed in arrears). Each monthly invoice will be made available to the Customer through a portal link provided to the Customer through Sotera’s Stripe payment portal, or by any other means to be determined by Sotera from time to time.

Payment. Payments will be made in United States dollars (USD) on the date set forth in the applicable invoice (the “Due Date”) by credit card via direct debit. In order to enable auto payment, Customer shall provide Sotera or the payment processor identified by Sotera the corresponding credit card-related information immediately upon such information being requested by Sotera. Failure to pay any amounts on the Due Date shall entitle Sotera to charge late fees up to the maximum amount permitted by law. Customer may not offset credits owed to Customer on one account against payments due on the same or another account. Sotera’s acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer’s payment obligations include late charges and third-party collection costs incurred by Sotera to collect past due amounts, including reasonable attorneys’ fees.

Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) pays all undisputed charges on or prior to the Due Date; and (B) within 30 days of the Due Date, provides Sotera with a written explanation of Customer’s reasons for disputing the charge. Customer must cooperate with Sotera to



resolve promptly any disputed charge. If Sotera determines, in good faith, that the disputed charge is valid, Sotera will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the negotiation process outlined in the Dispute Resolution Section below. If Sotera determines, in good faith, that the disputed charge is invalid, Sotera will credit Customer for the invalid charge.

Disclaimer. The Device, the Services, documentation and other products, information, materials and services provided by Sotera are provided "as is". Sotera hereby disclaims all warranties, whether express, implied, statutory or other (including all warranties arising from course of dealing, usage or trade practice), and specifically disclaims all implied warranties of merchantability fitness for a particular purpose, title and non-infringement. Furthermore, Sotera makes no warranty that the Device or the Services or documentation, or any other Sotera or third-party goods, services, technologies or materials (including any software or hardware), or any products or results of the use of any of them, will meet any Customer's requirements, operate without interruption, achieve any intended result, be compatible or work with any other goods, services, technologies or materials (including any software, hardware, system, server, cloud or network), or be merchantable, or be fit for a particular use or purpose, or not infringe any rights or title, or be secure, or be accurate, complete, free of harmful code or error free. All open-source components (if any) and other third-party materials, if any, are provided "as is".

Non-Sotera Equipment or Software. Customer is responsible for curing any impairment to the Device or the Services quality that is caused by equipment or software not provided by Sotera. Customer will continue to pay Sotera for the Services during such impairment.

Software License. Customer is granted a non-exclusive and non-transferable license or sublicense to use software provided with the Device. No rights are granted to source code. Customer cannot use any software provided by Sotera or in connection with the Device on behalf of third parties or for time share or service bureau activities and cannot reverse engineer, decompile, modify, or enhance any such software. Sotera shall be entitled to damages if Customer fails to comply with applicable licensing terms and to and to all appropriate equitable relief, such as a temporary restraining order, preliminary injunction, or specific performance, without having to demonstrate irreparable harm.

Damaged or Lost Equipment. The Device shall be immediately returned to Sotera if damaged or upon termination of the Services. If not delivered in time or if damaged, Sotera will be entitled to charge Customer a one-time fee of \$1,500.

Acceptable Use Policy. The Device is provided to be used solely by the Customer in connection with the Services. Customer will prevent other parties than those authorized from gaining unauthorized access to the Device and/or the Services and shall not sell, resell, lease or otherwise make available to third parties the Device and/or the Services. Use of the Device and the Services shall conform to the Device and Services Use Policy which may be posted at www.soteradigital.com and/or otherwise made available to the Customer. The Device and Services Use Policy may be amended from time to time by Sotera. In using the Device and/or the Services, Customer acknowledges and agrees to comply with all applicable laws and shall take no action which would subject Sotera, its subsidiaries, affiliates and/or related companies to civil and/or criminal liability under any applicable laws. Furthermore, Customer, while using the Device and/or the Services, will comply at all times with applicable export control regulations. In particular, and without limiting the aforementioned, Customer may not export or re-export the Device: (i) into (or to a national or resident of) any United States embargoed countries; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals, the United States Department of Commerce Denied Person's List or Entity List or the Consolidated Screening List published by the International Trade Administration, United States Department Of Commerce.

Confidentiality Obligation. Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in these Terms and Conditions. This obligation will continue until two years after Services terminates. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know if they are not competitors of the Discloser. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser. For purposes of these Terms and Conditions "Confidential Information" means nonpublic information (1) about the Discloser or the Discloser's business and operations, (2) given to the Recipient in any tangible



or intangible form for Recipient's use in connection with these Terms and Conditions or discussions, negotiations or proposals related to any contemplated business relationships between the Parties, and (3) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes the pricing and terms of these Terms and Conditions. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information. The Parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the confidentiality obligation, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under these Terms and Conditions will not raise the defense of an adequate remedy at law. A Breach of the confidentiality obligation by Customer shall entitle Sotera, in addition to damages, to all appropriate equitable relief, such as a temporary restraining order, preliminary injunction, or specific performance, without having to demonstrate irreparable harm.

Use of Name, Service Marks, Trademarks. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

Limitation of Liability. Waiver. Except for the Customer's payment obligations in connection with the Device and/or the Services, which shall not be subject to any limitation of amount, each party's maximum liability for damages caused by its failure(s) to perform its obligations under these Terms and Conditions is limited to: (A) in the event of personal injury or death, or damage to real or personal property, caused by the other party's negligence or willful misconduct, proven direct damages for claims arising out of those actions; and (B) in all other cases, direct damages not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. **FOR THE AVOIDANCE OF DOUBT, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOST REVENUE AND LOSS OF BUSINESS OPPORTUNITY, AND REGARDLESS OF THE THEORY FOR RECOVERY) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT.**

Intellectual Property Infringement Claims. Sotera shall not be responsible for any damages related to claims on grounds of intellectual property violations and/or defects (negligence, errors & omissions, product liability) in the Device or the Services. In any such circumstance, Sotera's obligations and Customer's sole and exclusive remedy shall be limited to, at Sotera's sole and exclusive option, either: (i) modify the terms of the Services or replace the Device with a comparable device, in each case at Sotera's expense; or (ii) terminate the Services.

Mutual Indemnification for Personal Injury, Death or Certain Damages. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against the indemnified party by a third party (collectively, "Claims"), arising directly from the indemnifying party's performance of its obligations hereunder and relating to personal injury, death, or damage to tangible personal property to the extent such Claims are alleged to have resulted from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents. Without limiting or being limited by the foregoing, Customer will indemnify and defend Sotera, Sotera's directors, officers, employees, agents and their successors, against all Claims arising out of (A) Customer's breach of the licensing terms; (B) Customer's failure to comply with any provision of the or terms of use of the Services and/or the Device; (C) Customer's infringement of patents arising from the use of equipment, hardware or software not provided by Sotera; or (D) Sotera's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

Services Suspension. Sotera may suspend the Services at any time upon lack of payment from Customer when due or upon any breach of any of Customer's obligations or in reasonably justified circumstances.

Term. The Services Order Form states the term during which the Services will be provided. If a specific term is stated, no termination for convenience is permitted to Customer. If a specific term is stated, no termination for convenience will be allowed. If no specific term is stated, either Party may terminate the Services for convenience at any time by providing 30-day prior notice. Notwithstanding the foregoing, in any event Sotera shall be entitled to immediately terminate the Services with



cause immediately or without cause by providing 30-day prior notice. In any event, Customer will pay Sotera for the Services up to and including the date of termination.

Technology Evolution. In the normal course of technology evolution and enhancement, Sotera continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sotera will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in these Terms and Conditions to the contrary, Sotera reserves the right, in its sole discretion, after providing the notice set forth in subsection (2) below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Device the Services, network standard, or technology without Sotera being in breach of these Terms and Conditions or incurring in any liability. If Sotera takes any action in this connection, Sotera will provide advance notice reasonably designed to inform Customer (if affected) of such pending action.

Force Majeure. Neither party will be responsible for any delay, interruption or other failure to perform under these Terms and Conditions due to acts, events or causes beyond the reasonable control of the responsible party (a “Force Majeure Event”). Force Majeure Events include, without limitation, natural disasters, wars, riots, terrorist activities and cable cuts by third parties.

Notices. Notices required under these Terms and Conditions must be submitted via e mail if to Sotera to legal@soteradigital.com and if to the Customer to the e mail address provided by the Customer in the on boarding process.

Applicable Law. This Terms and Conditions shall be governed by the laws of the State of Delaware.

Jurisdiction. Any suit or action shall be brought the competent courts of the State of Delaware and each Party hereby irrevocably submits to the non-exclusive jurisdiction of such courts for the purpose of any such suit or action.

Waivers. The Parties mutually, expressly, irrevocably and unconditionally waive trial by jury. Neither party will make any claim under any consumer protection statute, or in any manner participate in any class action proceeding in a representative capacity against the other party.

Miscellaneous. These Terms and Conditions constitute the entire agreement and understanding between the Parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. A failure to exercise any right under these Terms and Conditions does not constitute a waiver of the party’s right to exercise that right or any other right in the future. Customer may not assign any rights or obligations under these Terms and Conditions without Sotera’s prior written consent. The terms and conditions regarding confidentiality, indemnification, limitations of liability, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive termination of the Services, will survive.