

Terms of Use & Rental Agreement

Trade Show Internet ("TSI") and you ("Customer"), the person placing an order with TSI, hereby agree to the following Terms of Use and Rental Agreement ("TOU") with respect to the rental equipment and related services provided by TSI, collectively referred to as the ("Products"). This TOU is accepted by Customer upon placement of an order and constitutes a binding and enforceable legal agreement between the parties. This TOU can only be modified in writing by an officer of TSI. Specifically, this TOU cannot be modified by any TSI representative over the phone or by email.

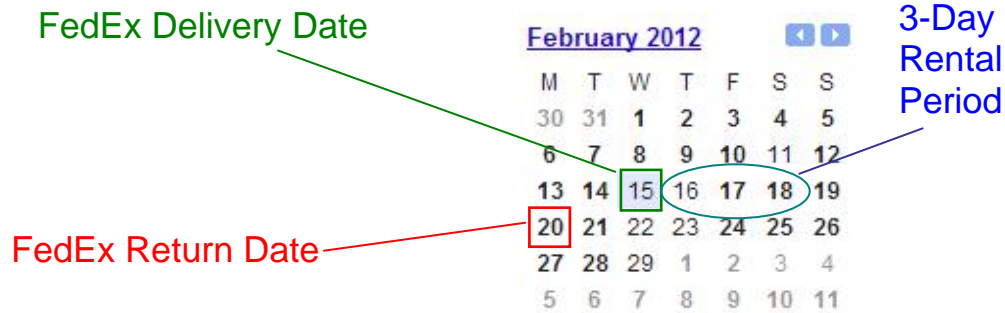
For the purposes of this agreement, Products shall be defined as, but are not limited to: TSI's 4G Internet Kit, 4G Mega Internet Kit, and all associated components, technology, and peripheral equipment provided as part of a TSI rental.

1. Authorization

- a. If Customer is an entity and not an individual, then the person accepting this TOU represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.
- b. Customer acknowledges and agrees that Customer is executing and agreeing to be bound by the terms of this TOU after fully reviewing and understanding the terms and conditions set forth herein, and after having the opportunity to consult legal counsel and negotiate any terms Customer believes require modification.
- c. By providing TSI with payment, Customer represents that he/she is at least 18 years of age, is authorized to make charges on such account, and accepts this TOU.
- d. For PCI-compliance and customer protection, rental orders must be submitted either on TSI's website (www.tradeshowinternet.com) via the secure online shopping cart or through the Upload Order Form tool. Further, for security reasons, customers should never send credit card or other confidential information via email.

2. Payment, Rental Period

- a. Customer shall pay the rental charges for the Products reflected on TSI's website at the time of the reservation or as invoiced by TSI (the "Rental Charges"). When using TSI's common carrier, possession of Products and liability for loss/damage/theft to Products shall pass from TSI to Customer F.O.B. destination, remain with Customer during entire rental, and pass back to TSI F.O.B. origin (the "Rental Period"). When using Customer's common carrier, possession of Products and risk of loss/damage/theft to Products shall pass from TSI to Customer F.O.B. origin, remain with Customer during entire rental, and pass back to TSI F.O.B. destination: 2044 Union Street, San Francisco, CA 94123 (the "Rental Period"). Round-trip transportation costs, shipping costs, and handling costs are the responsibility of Customer.
- b. Products will be delivered on or before the Customer's requested delivery date and may be used upon arrival through the last day of the rental. Customer's requested delivery date shall be no more than 1 business day prior to the 1st date of the rental. All Products must be returned to the common carrier no later than 5:00pm (local time) 1 business day after the last date of the rental to avoid late fees. Weekends and Federal holidays are excluded.



- c. All rentals must be paid in full at the time an order is placed. Rental payment may be made via Visa, MasterCard, Discover, or American Express credit cards.
 - d. Customer is responsible for all rental charges, shipping and handling fees, third-party delivery fees, all applicable taxes, cancellation fees, late payment fees, charges for lost/damaged/stolen Products, and drayage/union fees during the entire rental.
 - e. Rental reservations are accepted on a first come, first served basis. Prices are subject to availability. TSI retains the right to deny service to any Customer or cancel an already scheduled rental prior to shipment in accordance with the refund policy described in this TOU.
3. Product Delivery
- a. TSI shall deliver the Products to Customer at the shipping or delivery address designated by Customer. TSI reserves the right to choose the common carrier and shipment method best suited for the delivery of the Products, in its sole discretion. For Products sent via common carrier, the Products shall not be delivered to a meeting room or trade show booth.
 - b. If Customer requests delivery to a hotel, Customer must provide the name of a registered guest staying at that hotel. On the shipping label TSI will list the guest's name beneath the hotel's name. Hotels will accept and hold packages only on behalf of registered guests. (If Customer's trade show takes place at a hotel, Customer must also be a registered guest staying overnight at that hotel in order to have the Products shipped there.)
 - c. TSI shall use reasonable efforts to deliver the Products on or by the requested delivery date but shall not incur any liability in the event of any delay. Customer or Customer's agent shall accept the Products when delivered on or before the requested delivery date. There will be no charge to the Customer for additional day(s) if Customer receives the Products early. In the event the Products are delivered after the requested delivery date, Customer may request a partial refund in accordance with the refund policy described in this TOU.
 - d. If, for any reason, Customer or Customer's agent/representative/hotel fails or refuses to accept the Products when delivered by the common carrier on or before the delivery date, Customer shall be liable for the stated Rental Charges (as defined herein) and any applicable cancellation charge.
 - e. Customer shall inspect the Products upon receipt and immediately notify TSI if the Products are missing/stolen/damaged or otherwise not as originally ordered. TSI shall undertake its best efforts to immediately correct the problem upon being notified.
 - f. It is the Customer's responsibility to enquire with the hotel as to the whereabouts of the Product. Further, no refunds will be issued for Products delivered in a timely manner to the Customer's specified delivery address and not retrieved by the Customer or their representative.
4. Product Return
- a. Unless otherwise arranged with TSI, Customer or Customer's agent/representative shall return the Products to TSI at the end of the rental.
 - b. Unless otherwise arranged with TSI, TSI's designated return address is:

Trade Show Internet
2044 Union Street
San Francisco, CA 94123

- c. Products shall be returned in good working order and in the same condition in which Products were delivered to Customer.
 - d. Customer shall return the Products directly to TSI's designated common carrier at one of the common carrier's retail locations during business hours. Customer must use the pre-paid common carrier return shipping label provided. Customer shall place the Products in a sealed cardboard box or in similarly protective return packaging provided by TSI.
 - e. Once TSI's pre-paid return shipping label is scanned by the common carrier, the Products are considered returned.
 - f. If Customer tenders the Products to an agent who is not TSI's designated common carrier, including but not limited to a hotel employee or general service contractor, Customer remains liable for the Products until TSI's pre-paid return shipping label is scanned by TSI's designated common carrier. Tendering the Products to an agent other than TSI's designated common carrier comes with significant risk of damage/theft/loss to the Products and is not recommended.
 - g. Should Customer return the Products using means other than those specified by TSI, all Rental Charges will continue to accrue, and Customer will remain liable for any additional charges and any damage to the Products while in transit.
5. Late Fees
- a. TSI is entitled to charge the Customer's credit card, on a delayed basis, at any time after the Products have been returned for any Products that are returned to TSI's designated common carrier later than 1 business day after the last date of the rental. Customer will be charged for one day of rental charges for each 24 hour period that the Products are in Customer's or Customer's agent's possession. No refunds or partial credits will be issued for Products returned early. All late fees are payable to TSI by Customer at the end of the Rental Period.
6. Theft/Loss/Damage to the Products During a Rental
- a. For Products returned with any components or pieces missing, Customer shall be charged the full replacement value as listed on TSI's current Replacement Parts Price List, due and payable immediately. TSI's current Replacement Parts Price List is available for review upon request.
 - b. In the event Products are lost, Customer must notify TSI immediately. Customer is responsible for the entire Rental Charges and all late fees incurred up to the time that the Customer contacts TSI to confirm the equipment is lost and remits payment for the replacement of the equipment, in line with the current Replacement Parts Price List.
7. Refunds and 100% Money-Back Guarantee
- a. TSI will provide an 80% refund of the total Rental Charges, including shipping and handling, for an order cancelled by the Customer at least 14 days prior to Customer's requested delivery date. No refunds will be issued for any other cancellations except as described below.
 - b. TSI will provide Customer with a 100% refund of all Rental Charges, including shipping and handling fees, if TSI fails to ship the ordered Products or cancels an already scheduled rental prior to shipment.
 - c. TSI will provide Customer with a 100% refund of all Rental Charges (including shipping and handling) if Customer is not fully satisfied with Products. To qualify, Customer must contact TSI during the Rental Period and give TSI an opportunity to resolve the problem. If Customer feels TSI is unable to resolve the problem, Customer shall then:
 - i. contact TSI and clearly state a refund request during the Rental Period

- ii. cease using the Products and return all Products to TSI within 24 hours. Customer must produce a common carrier receipt and tracking number to prove that Products have been returned within the requisite time period.
- d. No refunds will be issued for claims made by Customer after the conclusion of the rental.
- e. No refunds will be issued for inability to maintain a satisfactory WiFi connection using the 2.4 GHz (802.11 b/g/n) WiFi spectrum band.

Since WiFi signals in the U.S. must be broadcast within the 2.4 or 5 GHz public spectrum bands (per FCC rules), at crowded trade shows there is a significant risk your WiFi signal will interfere with others, rendering it unusable. To help our clients overcome this challenge we employ a channel selection strategy using best practices we've learned over the past 5 years.

The newer 5 GHz public WiFi spectrum band has a total of 21 non-overlapping channels from which to choose. As a result, the 5 GHz band carries much less risk of interference. We program each Internet Kit's CradlePoint router to seek out and broadcast its WiFi signal on the least crowded 5 GHz WiFi channel (choosing from 36, 40, 44, 48, 149, 153, 157, 161, and 165).

To take advantage, it's important you verify in advance that all of your devices (PC & MAC laptops, smart phones, tablets, etc.) are compatible with 5 GHz WiFi (802.11 a). If your devices are not compatible, we recommend you consider upgrading your device hardware in advance to support 5 GHz (802.11 a). Alternatively, you can hard-wire up to 4 devices per kit with standard cat5 ethernet cables. One standard cat5 ethernet cable (5 feet long) is included with every kit. You can rent additional cables from us or you may bring your own. TSI also rents 5 GHz WiFi USB adapters to temporarily upgrade laptops and other devices with a USB port.

As a last resort, our routers can be easily reconfigured (in advance or remotely) to broadcast on the older 2.4 GHz WiFi channels (802.11 b/g/n). While the 2.4 GHz public WiFi spectrum band is suitable for certain environments, it is limited to only 3 non-overlapping channels (1, 6, and 11). There are lots of devices using the 2.4 GHz band: personal mobile hotspots including the MiFi, Overdrive, and Jetpack, non-WiFi devices using Bluetooth, cordless phones, baby monitors, and even microwave ovens. As a result, the 2.4 GHz band is often subject to radio-frequency interference and overcrowding at trade shows. TSI recommends you avoid the 2.4 GHz WiFi band if at all possible. No refunds will be issued for inability to maintain a satisfactory WiFi connection using the 2.4 GHz band.

8. Usage

- a. Unlimited U.S. domestic data usage is provided for the duration of the rental period.
- b. Should Customer incur international data charges prior to successful Product return, as outlined in section 4, Customer shall be liable for usage fees. International usage fees will be billed at a rate double the greater of Verizon Wireless' or AT&T's published usage fee at the time the usage is incurred.

9. Restrictions

- a. Customer shall not reverse engineer, disassemble or decompile any hardware, firmware, software or other tangible components of Products which embody TSI's Confidential Information.

10. General Terms

- a. The headings in this TOU are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.
- b. Customer's rights and obligations under this TOU cannot be assigned or transferred by Customer, nor can they be modified or waived except by written instrument signed by TSI or its authorized agent. This TOU constitutes the entire agreement between TSI and Customer; there are no other representations, conditions, warranties, guarantees, or

collateral agreements, express or implied, statutory or otherwise, concerning the use or rental of the Products, other than as set forth herein.

- c. TSI may assign all or part of its rights or duties under this TOU without notice to Customer, except to the extent required by law. Such an assignment releases TSI from all liability. Subject to these restrictions, this TOU will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.
- d. Customers shall not be permitted to modify, improve, adapt or enhance the Products, and shall not be permitted to decompile, disassemble or otherwise reverse engineer the Products or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Products or any portion thereof. Right, title, and interest in any improvements, add-ons or modifications to the Products, and in any applications of use for the Products shall vest in TSI.
- e. Neither TSI, its officers, employees, partners, nor any of the manufacturers or OEM component providers of the Products shall be liable for any special, indirect, consequential, punitive or incidental damages arising out of usage or distribution of the Products.
- f. Customer agrees to indemnify and hold TSI, its officers, directors, employees, and partners harmless from and against any and all claims, damages, costs, expenses (including reasonable attorneys fees and costs) or liabilities that may result, in whole or in part, from use or misuse of the Products, Customer's willful acts, omissions, negligence or misconduct arising out of the exercise of Customer's rights and obligations under these terms, or from TSI's breach of its representations and warranties herein.
- g. Customer shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed on, or embedded in the Products.
- h. TSI makes no other warranties, express, implied, statutory or otherwise, with respect to the Products or any services provided hereunder, and TSI specifically disclaims any implied warranties of fitness for a particular purpose, merchantability, and non-infringement. TSI does not warrant that the Products or any services provided hereunder will meet Customer's requirements, that the operation of the Products will be uninterrupted or error free, or that defects in the Products will be corrected. In the event of a non-functioning or unsatisfactory rental, or any other claim by Customer related to this agreement, TSI's sole liability shall be limited to the Rental Charges paid by Customer for rental of the Products.

11. Arbitration and Equitable Relief

- a. *Arbitration.* Customer agrees that any and all controversies, claims or disputes with anyone (including TSI and any employee, officer, director, shareholder or partner of TSI, in its capacity as such or otherwise) arising out of, relating to or resulting from Customer's or TSI's performance or non-performance under this TOU, or the termination of this TOU, including any breach of this TOU, to the extent permissible under the law, shall be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1283.05 (the "Rules") and pursuant to California law. Customer understands that this Agreement to arbitrate also applies to any disputes that TSI may have with Customer. All claims not subject to compulsory arbitration set forth above shall be brought in the State and federal courts located in the County of San Francisco and stayed until after all claims subject to compulsory arbitration are resolved and shall be governed by California law without respect to any conflicts of law.
- b. *Procedure.* Customer agrees that any arbitration will be administered by the American Arbitration Association ("AAA"), and that a neutral arbitrator will be selected in a manner consistent with its rules. Customer agrees that the arbitrator will have the power to decide any motions brought by any party to the arbitration, including discovery motions, motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. Customer agrees that the arbitrator will issue a written decision on the merits. Customer also agrees that the arbitrator will have the power to award any remedies, including attorneys' fees and costs, available under applicable law. Customer

understands that TSI will pay for any administrative or hearing fees charged by the arbitrator or AAA, except that Customer shall pay the first \$125.00 of any filing fees associated with any arbitration Customer initiates. Customer agrees that the arbitrator will administer and conduct any arbitration in a manner consistent with the Rules and that, to the extent that the AAA's rules conflict with the Rules, the Rules will take precedence.

- c. *Remedy.* Except as provided in Section 11(b) and by the Rules, arbitration will be the sole, exclusive and final remedy for any dispute between the TSI and Customer. Notwithstanding the foregoing, the arbitrator will not have the authority to disregard or refuse to enforce any lawful TSI policy, and the arbitrator shall not order or require the TSI to adopt a policy not otherwise required by law which TSI has not adopted.
- d. *Availability of Injunctive Relief.* In addition to the right under the Rules to petition the court for provisional relief, Customer agrees that any party may also petition the court for injunctive relief where either party alleges or claims a violation this TOU. In the event either TSI or Customer seeks injunctive relief, the prevailing party will be entitled to recover reasonable costs and attorneys' fees.

12. Governing Law

- a. This TOU shall be governed by the laws of California without regard to California's conflicts of law rules.

13. Entire Agreement

- a. This TOU constitutes the entire agreement between the parties with respect to the subject matter of this TOU and supersedes all prior written and oral agreements between the parties regarding the subject matter of this TOU. TSI reserves the right to modify this TOU, in its sole discretion, at any time, without providing prior notice to Customer. Customer shall have five business days from notice of the modified TOU to either accept or reject the modifications and terminate the TOU. Customer's failure to reject the modifications within five business days of notice shall be deemed acceptance of the modifications. The governing TOU will be the version published and in effect on TSI's website at the time the Customer pays the Rental Charges to TSI.

14. Notices

- a. Any notice or other communication required or permitted by this TOU to be given to TSI shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested), to TSI at TSI's address listed in Section 4b or at such other address as TSI may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this section.

15. Attorneys' Fees

- a. In any dispute that is brought by one of the parties to this TOU related to this TOU, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

16. Severability

- a. If any provision of this TOU is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

17. Use of the Verizon Wireless Network

When using the Verizon Wireless network and/or equipment, Customer is subject to the Verizon Wireless VZACCESS Acceptable Use Policy listed below (pass-through).

Verizon Wireless' VZAccess Acceptable Use Policy ("AUP") with respect to its

Customers or Customers for use of VZAccess Services ("Services") purchased pursuant to this Agreement shall include the following, but the following shall be without limitation of Verizon Wireless' other rights to suspend or terminate access between it and its Customers or Customers for use of the Services that it otherwise possesses pursuant to law or the Customer Agreement or the BroadbandAccess/NationalAccess TOU.

All Customers or Customers who use the Services must agree to and must comply with this AUP. Verizon Wireless may remove, block, filter, or restrict by any other means the transmission of any material or use of the Services if Verizon Wireless determines, in its sole discretion, that such transmission or use may be unlawful. Verizon Wireless will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. In addition, violation of this AUP may result in the suspension or termination of the Services. The following constitute violations of this AUP:

- a. Unlawful use: Using the Services to transmit any material (by email or otherwise) whose transmission is unlawful under any law applicable to such transmission.
- b. Harm to minors: Using the Services to harm, or attempt to harm, minors in any way.
- c. Threats: Using the Services to transmit any material (by email or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. Harassment: Using the Services to transmit any material (by email or otherwise) that unlawfully or otherwise harasses another.
- e. Fraudulent activity: Using the Services to make fraudulent offers to sell or buy Products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- f. Forgery or impersonation: Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited while using the Services. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- g. Unsolicited commercial email/Unsolicited bulk email: Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- h. Unauthorized access: Using the Services to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Verizon Wireless' or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- i. Copyright or trademark infringement: Using the Services to transmit any material (by email or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- j. Collection of personal data: Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- k. Network disruptions and unfriendly activity: Using the Services for any activity that adversely affects the ability of other people or systems to use either Verizon Wireless Services or other parties' Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

In addition, you shall defend, indemnify, and hold harmless Verizon Wireless from any

claims, damages, losses, or expenses (including without limitation attorney fees and costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from your breach of any provision of this Agreement.

Verizon Wireless is under no obligation to monitor your usage, bandwidth, transmissions and content of this Service. However, anyone using this Service agrees that Verizon Wireless may monitor the usage, bandwidth, transmissions and content of the Service periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the Service properly or to protect itself, its network and its users. Verizon Wireless reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of these TOU.

The failure of Verizon Wireless to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

Except for trademark and copyright matters governed by the federal laws of the United States, the foregoing provisions shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to the principles of conflict of law thereof.

Furthermore, TSI and Verizon Wireless have the right to terminate access to or use of the Services as set forth in this policy.

18. Use of the AT&T Wireless Network

- a. When using the AT&T Wireless Network and/or equipment, Customer is subject to terms from the AT&T's WIRELESS CUSTOMER AGREEMENT listed below.

TERMS RELATING TO THE USE AND LIMITATIONS OF AT&T SERVICE (PASS-THROUGH)

What Are The Limitations On Service And Liability?

Unless prohibited by law, the following limitations of liability apply. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion.

Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. AT&T is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all devices. AT&T is not responsible for loss or disclosure of any sensitive information you transmit. AT&T's wireless services are not equivalent to wireline Internet. AT&T is not responsible for nonproprietary services or their effects on devices.

We may, but do not have the obligation to, refuse to transmit any information through the Services and may screen and delete information prior to delivery of that information to you. There are gaps in service

within the Services areas shown on coverage maps, which, by their nature, are only approximations of actual coverage.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. AIRTIME AND OTHER SERVICE CHARGES APPLY TO ALL CALLS, INCLUDING INVOLUNTARILY TERMINATED CALLS. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY SERVICES, SOFTWARE OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:

- (a) act or omission of a third party;
 - (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services or Software provided by or through us;
 - (c) damage or injury caused by the use of Services, Software, or Device, including use in a vehicle;
 - (d) claims against you by third parties;
 - (e) damage or injury caused by a suspension or termination of Services or Software by AT&T; or
 - (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.
- Notwithstanding the foregoing, if your Service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly Service fee for the time period your Service was unavailable, not to exceed the monthly Service fee. Our liability to you for Service failures is limited solely to the credit set forth above.

Unless prohibited by law, AT&T isn't liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, Services, Software, or Devices provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

To the full extent allowed by law, you hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your Service with AT&T. AT&T is not liable to you for changes in operation, equipment, or technology that cause your Device or Software to be rendered obsolete or require modification.

SOME STATES, INCLUDING THE STATE OF KANSAS, DON'T ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

How Can I Use My AT&T Service?

All use of AT&T's wireless network and Services is governed by AT&T's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by AT&T. AT&T can revise its Acceptable Use Policy at any time without notice by updating this posting.

Who Is Responsible For Security?

AT&T DOES NOT GUARANTEE SECURITY. Data encryption is available with some, but not all, Services sold by AT&T. If you use your Device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

How Can I Use the Software?

The software, interfaces, documentation, data, and content provided for your Equipment as may be updated, downloaded, or replaced by feature enhancements, software updates, system restore software or data generated or provided subsequently by AT&T (hereinafter "Software") is licensed, not sold, to you by AT&T and/or its licensors/suppliers for use only on your Equipment. Your use of the Software shall comply with its intended purposes as determined by us, all applicable laws, and AT&T's Acceptable Use Policy at att.com/AcceptableUsePolicy.

You are not permitted to use the Software in any manner not authorized by this License. You may not (and you agree not to enable others to) copy, decompile, reverse engineer, disassemble, reproduce, attempt to derive the source code of, decrypt, modify, defeat protective mechanisms, combine with other software, or create derivative works of the Software or any portion thereof. You may not rent, lease, lend, sell, redistribute, transfer or sublicense the Software or any portion thereof. You agree the Software contains proprietary content and information owned by AT&T and/or its licensors/suppliers.

AT&T and its licensors/suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use or access to, or disable access to, the Software at any time without notice and will have no liability for doing so. You acknowledge AT&T's Software licensors/suppliers are intended third party beneficiaries of this license, including the indemnification, limitation of liability, disclaimer of warranty provisions found in this Agreement.

How Can I Use Another Carrier's Network (Off-Net Usage)?

Data

If your use of the Data Services on other carriers' wireless networks ("offnet data usage") during any month exceeds your offnet data usage allowance, AT&T may at its option terminate your access to Data Services, deny your continued use of other carriers' coverage, or change your plan to one imposing usage charges for offnet data usage. Your offnet data usage allowance is equal to the lesser of 24 megabytes or 20% of the kilobytes included with your plan. You may be required to use a Device programmed with AT&T's preferred roaming database.

Notice

AT&T will provide notice that it intends to take any of the above actions, and you may terminate this Agreement.