



R9 Technology Customer Agreement

This Customer Agreement, which includes the particular service(s) you have selected, and the policies incorporated into, this Agreement, between R9 Technology Inc., located at 17217 Waterview Parkway, Suite 1.202, Dallas, Texas, 75252, (“R9 Technology”, “R9”, “Us” or “We”), and you, the Customer (“Customer” or “you”), effective on the date you accept this Agreement, as indicated by your signature on your customer quotation and agreement acknowledgment statement (the “Effective Date”), describes the terms and conditions between you and us, as applicable to R9 Technology’s data and internet browser service. By signing your quotation, acknowledging this agreement, and arranging for the installation of the R9 Technology system and service, you agree to be bound by the terms of this agreement, and those in any additional Product Addendum(s). R9 Technology and Customer may be referred to herein individually as a “Party” or together as the “Parties.” The Parties hereby agree as follows:

1 The Service

1.1 Product Addendum

R9 Technology, through its agreements with cellular network access providers, will provide the Service(s) to you that you have selected to purchase. R9 Technology will provide you with a quote and/or an email communication confirming the Services you have selected (collectively “Customer Quote”). Depending on the Services you have selected to purchase or specify, Product Addendum(s) may apply to you (individually, a “Product Addendum,” collectively, the “Product Addendums”). Each Product Addendum governs your use of that aspect of the Service in addition to this Agreement and the applicable Product Addendums are hereby incorporated into this Agreement whether attached herein, or disclosed on our website or customer portal. Your usage of the Service is subject to the terms of this Agreement and any Product Addendums which apply.

2 Term

2.1 General

The term of this Agreement commences on the date you sign this Agreement, or we activate Service, (whichever is earlier) and continues for the duration of the Minimum Service Term (defined below), unless terminated earlier by you or R9 Technology (“Term”). After the Minimum Service Term expires, the terms of this Agreement will automatically renew for every additional term of service, unless you have agreed to a new Minimum Service Term under another service plan offered by R9 Technology. This agreement will continue until you a) cancel your account by notifying R9 Technology in writing via email, or b) by using the R9 online portal to cancel you account.

2.2 Minimum Service Term

Our service requires you to commit to a) a single 12-month minimum service term, or b) a single month minimum service term (as indicated in your quotation for service). This term starts on the day your Internet Service is activated, unless a different term is expressly provided in the written



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terms of a Product Addendum or in a Customer Quote. You have the option of purchasing Monthly or Annual service plans, which are non-refundable and not available for proration. Continued service for additional term period(s) requires payment within 10 days of the term start. You may cancel your account at any time, subject to payment of any outstanding charges owed by you to R9 Technology. Termination of service by the customer does not obligate R9 Technology to return any balance of payment with respect to the current service term. Any return of payment will be made at the sole discretion of R9 Technology.

3 Equipment and Installation

3.1 Equipment Installation and Replacement

The equipment you will receive and install is purchased from R9 Technology. Under most circumstances, the customer is required to install the system at their business location, and replace faulty equipment over the duration of the service agreement. For issues with equipment, repair or replacing may require you to ship faulty equipment to R9, and you shall be responsible for any associated shipping costs. R9 will incur the cost of replacement equipment and return shipment for customers currently on paid subscription. R9 Technology has the right, at its sole discretion, to provide or replace any equipment with new or reconditioned equipment. R9 Technology also has the right to remove, or require the return of, any or all R9 equipment (whether in working order or not) upon servicing, subscription cancellation, or disconnection of your service for any reason. For a site visit fee, R9 Technology can assist you with the removal of equipment.

Defective equipment replacement expressly excludes charges for R9 site visits, and for damage to, or destruction or misuse of equipment by you or any third party, whether accidentally or otherwise. Equipment requiring replacement, which is obviously damaged through misuse or negligence, will be replaced, but additional fees will be charged that are equivalent to the device price on your original service quotation, for each device that is lost or damaged. You confirm that you have reviewed and agree to the installation plan and all agreed to applicable installation charges (if any) which are provided in writing to you and agreed upon, prior to installation.

3.2 Disclaimer on Equipment

R9 TECHNOLOGY PROVIDES THE EQUIPMENT AS IS, AND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT. ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. R9 TECHNOLOGY IS NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO THE EQUIPMENT PROVIDED TO YOU. **USE OF R9 EQUIPMENT IN CRITICAL LIFE SUPPORT OR LIFE SUSTAINING APPLICATIONS IS STRICTLY PROHIBITED.**



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3.3 Authority to Permit Installation of Equipment at the Customer Location

Unless otherwise set forth in the Product Addendums, you represent and warrant that all Equipment and Services will be installed and used solely within the designated installation location and that there are no legal, contractual, or similar restrictions on the installation of the R9 Technology equipment within the designated installation location(s) that you have authorized. It is your responsibility to ensure compliance with all applicable leasing agreements, building codes, zoning ordinances, business district or association rules, covenants, conditions, and restrictions, and lease obligations related to the designated installation location applicable to the Service (and the installation of the Service), to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Service and the installation of the Equipment. You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements.

If you approve an installation on equipment or a vehicle requiring modification, for example through-hull installation of any type of sensing devices, you acknowledge the potential risks associated with equipment alteration for this type of installation (including, without limitation, with respect to operation, or manufacturer's warranty that applies to your equipment, equipment enclosure, vehicle, trailer or other structure). R9 Technology is not responsible for damage or issues arising from sensor installation on customer equipment for any reason.

3.4 Access to Your Location and Network

You acknowledge and agree that R9 Technology or its Designated Service Provider may require access to the designated installation location and, in certain circumstances, your computer, network or other devices to install and maintain the Service. You are responsible for backing up the data on your computer or other devices and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. EXCEPT AS ARISES FROM THE GROSS NEGLIGENCE OF R9 TECHNOLOGY OR ITS DESIGNATED SERVICE PROVIDERS, NEITHER R9 TECHNOLOGY NOR ITS DESIGNATED SERVICE PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE EQUIPMENT, ANY INSTALLATION, REPAIR, OR OTHER SERVICES ASSOCIATED WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE CUSTOMER LOCATION OR LOSS OF SOFTWARE, DATA, OR OTHER INFORMATION FROM YOUR COMPUTER, NETWORK OR OTHER DEVICES, OR THE LOSS, DELAY OR FAILURE OF DATA SERVICES. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors. If we determine in our sole discretion that there are unacceptable hazards associated with the installation, we may discontinue the installation at any point and terminate this Agreement without liability. In such a case, you will not incur any Termination Fees.

3.5 Service Calls

R9 Technology's standard service call charges shall apply to all site visits by R9 Technology with respect to the equipment or the service at your business location. Upon request, R9 Technology will provide you with a reasonable estimate of the charges prior to the service call.



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4 Users of the Service; Responsibility and Supervision.

4.1 Account Access

We may, in our discretion, provide one or more administrative portals or websites available to you in connection with your use of the Service and your usage of data (“Account Access”) or, as applicable to the Service selected, so you can administer end users’ access to the Service and review data usage reports. In connection with Account Access and discussions with us regarding your account, we may furnish you with one or more user identifications or passwords. You are responsible for it and its authorized users’ confidentiality of such information. You are also responsible for verifying and maintaining the account, options, settings, and other parameters under which all Services are used. We may discontinue Account Access at any time, at our discretion.

4.2 Customer Responsibility - SMS Text

SMS Text service for receiving alerts is a customer provided service, typically included for the cellular charges on your personal smart phone device(s). Your use of R9 Technology equipment and services does not obligate R9 Technology to reimburse you for any charges that may arise from the use of R9 Technology equipment and service in conjunction with your personal, or business SMS text messaging account. All costs for SMS text messaging receipt are incurred by the customer. Customer will monitor their own private SMS text messaging accounts with their service provider for such service, and adjust their service and SMS text quotas in a timely manner, according to costs incurred. R9 Technology has no control over these costs, and under no circumstances will be held liable for any SMS text messaging costs incurred.

SMS text service for transmitting of alerts is an R9 provided service. R9 Technology provides the resources for all SMS alert transmission to your personal smart phone device(s). As such, there is a reasonable limit of 200 SMS text alert transmissions, per month, per subscription. Accounts that are generating more than 200 SMS text alert transmissions, per month, per subscription, are subject to SMS alert count limiting. As an option for the customer, extra reasonable fees will be added to your bill to support monthly SMS alert counts over 200.

4.3 Customer Responsibility - Account Access

You are responsible for all access to and use of the Service and Account Access through your account or password(s). You are responsible for backing up (a) any data you submit, receive, or transfer over the Service, including, without limitation, your email, and (b) any data, files, reports, or applications on any device you use with the Service. You are responsible for supervision of usage of your account by minors. You hereby ratify and confirm and shall be responsible for any obligations incurred by a minor using your account.



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4.4 Billing and Charges

We will send your billing statements to the email address you provide to us, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. You understand and agree that you will not receive a paper statement in the mail. Additional terms relating to pricing that are an integral part of this Agreement may be contained in a Customer Quote. Billing and charges may also be accessible and viewable using the portal account feature online. If we do not receive your electronic payment by its due date or your payment is returned, we may charge you administrative late or nonpayment fees.

R9 Technology will initiate a Card Payment or EFT Payment, as applicable, for payment of all fees incurred in connection with the Service, unless R9 Technology has otherwise agreed in writing to accept another method of payment from you. You agree that R9 Technology will bill your monthly or annually for service fees and one-time charges in advance. For commercial, reseller accounts only, R9 Technology may adjust quoted pricing in cases where orders no longer meet original agreed to annual volume commitments (if applicable).

4.5 Billing Disputes

If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact us using email, or by phone at (972) 883-7166. You must contact us within 45 days of receiving the statement on which the error or problem appeared. We will make a statement available to you for each billing cycle showing payments, credits, purchases, and other charges. We will not pay you interest on any overcharged amounts later refunded or credited to you.

4.6 Reactivation

To reactivate suspended Service, you must bring your account current through the month or year of reactivation by making payment in full of any outstanding balance. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed an amount equal to 10 times the monthly service fee. Any amounts you deposit will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, we will deduct the unpaid amount each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

5 Modifications, Rights of Cancellation or Suspension.

5.1 Modification of this Agreement

We may modify this Agreement, which includes the incorporated policies, prospectively (and not retroactively), including, without limitation, our pricing and billing terms (“Amendments”) by posting such Amendments within a R9 Technology website. Each Amendment is effective upon posting. We may, but are not required to, also notify you by e-mail or other electronic notice of the posting of an Amendment. If you do not agree to an Amendment, then you must terminate this



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Agreement in writing via email to R9 Technology, and stop using the Service within 90 days after the effective date of termination, or the end of your current service term, whichever is later. Your continued use of the Service after this 90-day period constitutes your acceptance of the modified agreement. You acknowledge and agree that termination of the Service by you shall be your sole and exclusive remedy for any agreement Amendment.

5.2 Modification of the Service

Because of the nature of the ongoing provision of the Service, we may discontinue, add to, modify or revise any or all aspects of the Service in our sole discretion and without notice, including, without limitation, access to support services, publications, and any other products or services ancillary to the Service. In particular, we reserve the right in our sole discretion to modify, supplement, delete, discontinue or remove any software, firmware, file, publications, information, communication, cellular network or other content that we or one of our vendors provide to you in connection with the Service. We reserve the sole right to manage and configure the Service signals, frequencies, and channels broadcast by the Equipment. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, posting a notice within the R9 Technology Website, or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Service within 30 days of the effective date of the changes. Your use of the Service after 30 days from the effective date of the changes constitutes your acceptance of the service changes.

5.3 Termination by Customer

Subject to your payment of the monthly or annual fees for the full billing cycle in which termination occurs (and all other due and past due amounts, if any), you may immediately terminate this Agreement at any time by giving us email or telephone notice. R9 Technology will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended, or we have acknowledged such termination or suspension in writing or by e-mail. Once your account is terminated, you will no longer have access to any of the services provided to you as part of the Service.

5.4 Termination or Suspension by R9 Technology

We reserve the right in our sole discretion, either for convenience or with cause, to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part. Unless otherwise stated in your Product Addendums, if we terminate this Agreement for convenience, we will provide you with 15 days' notice. It is our policy to return the balance of outstanding subscription fees if service is terminated by R9 Technology. Actual return of the balance of service fees will be made at the sole discretion of R9 Technology, and is subject to the return of leased equipment by the customer, and other factors.



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6 Permitted Use and Restrictions on Use.

6.1 Software License

Subject to the terms of this Agreement, R9 Technology grants to you a non-exclusive, non-assignable, and non-transferable license to use and display the software provided by or on behalf of R9 Technology for the purpose of accessing the Service (“Software”) on any device(s) on which you are the primary user or which you are authorized to use. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by R9 Technology. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations under this license is void and may result in termination of service by R9 Technology.

6.2 Data Collection

Electronic data provided by the Customer and affiliates is collected on R9 Technology equipment. This data may be used in connection with documents, consultations, and may include sensor data, geo-location of equipment, devices used, and software settings. Customer hereby grants to R9 Technology a royalty-free, perpetual, irrevocable license to use and distribute this data and results obtained through Customer’s use of the equipment for any and all purposes; provided that R9 Technology shall not identify any Customer, or distribute to third parties any billing or financial payment data of the Customer, without the express prior consent of such customer.

6.3 No Unauthorized Use of Equipment or Software

You agree that you are prohibited from servicing, altering, modifying, or tampering with the Equipment, Software, or Service or permitting any other person who is not authorized by R9 Technology to do the same.

6.4 Compliance with Laws

You agree to comply with all applicable laws, rules, and regulations in connection with the Service, your use of the Service, and this Agreement.

6.5 Security

You agree to take reasonable and appropriate measures to protect the security of R9 devices on your property.

7 Warranties and Limitation of Liability.

7.1 DISCLAIMER OF WARRANTIES

THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO AND LIMITED TO THE PRODUCTS PURCHASED BY CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL R9 TECHNOLOGY BE LIABLE FOR SPECIAL, INDIRECT OR



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CONSEQUENTIAL DAMAGES. THE PRICE PAID FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING R9 TECHNOLOGY'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. YOU EXPRESSLY AGREE THAT USE OF THE SERVICES ARE AT YOUR AND YOUR GUESTS, PATRONS, EMPLOYEES, CUSTOMERS AND OTHER END USERS IS AT YOUR SOLE RISK. R9 TECHNOLOGY AND R9 TECHNOLOGY'S SUBSIDIARIES AND AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS, AND THIRD-PARTY CONTENT PROVIDERS (COLLECTIVELY, "R9 TECHNOLOGY'S PARTNERS") DISCLAIM ANY AND ALL WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, AS WELL AS ANY AND ALL WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY MINIMUM SERVICE SPEED, OR LATENCY PERFORMANCE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, OR NON-INFRINGEMENT. R9 TECHNOLOGY AND R9 TECHNOLOGY'S PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE, OR UNINTERRUPTED, OR WILL OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY R9 TECHNOLOGY OR ANY OF R9 TECHNOLOGY'S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE R9 TECHNOLOGY PROVIDES YOU WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, R9 TECHNOLOGY AND R9 TECHNOLOGY'S PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. R9 TECHNOLOGY AND R9 TECHNOLOGY'S PARTNERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY PRODUCT, HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM YOUR USE OF THE SERVICE.

7.2 LIMITATION OF LIABILITY

NEITHER R9 TECHNOLOGY NOR ANY OF R9 TECHNOLOGY'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE, INABILITY TO USE THE SERVICE, OR ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY OR THE WARRANTIES SET FORTH IN SECTION 7.1 AND ELSEWHERE IN THIS AGREEMENT SHALL BE VOIDED, THEN IN SUCH EVENT R9 TECHNOLOGY'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF R9 TECHNOLOGY'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO R9 TECHNOLOGY BY YOU FOR THE APPLICABLE SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF ANY ERROR, DEFECT, OR



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FAILURE AND CEASING UPON THE DISCOVERY OF SUCH ERROR, DEFECT, OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUCH ERROR, DEFECT, OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART. THE PARTIES ACKNOWLEDGE THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR R9 TECHNOLOGY TO ENTER INTO THIS AGREEMENT AND THAT R9 TECHNOLOGY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS OF LIABILITY SET FORTH HEREIN

7.3 Service Interruptions

Service may be interrupted from time to time for a variety of reasons. The Service provided is based on wireless technology, and may at times not work due to interference beyond the control of R9 Technology. It is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to a severe injury to persons, property, or the environment. You expressly assume, and shall indemnify, defend, and hold us harmless from, all risks and liabilities associated with your use of the Service in situations requiring fail-safe performance. Without limiting the foregoing, we are not responsible for any interruptions of the Service that occur due to acts of God (including, without limitation, weather), power failure, satellite or cellular network failure, ground station or cell tower failure, data backhaul failure including but not limited to wireless, microwave, fiber, Ethernet or any other form, or any other cause beyond our reasonable control. However, because we value our Customers, for an interruption of a significant length of time that is within our reasonable control, upon your request, we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN ALL SUCH CASES.

8 General

8.1 Call Monitoring, Recording, and Other Communications

For quality assurance, R9 Technology may record and/or monitors telephone calls and online chat sessions between you and R9 Technology agents, employees, and/or its affiliates regarding the Service. By using the Service, you (and anyone calling or otherwise contacting R9 Technology with regard to your account) consent to any and all call and online chat session recording and monitoring performed by R9 Technology or its agents and employees. You agree that by entering into this Agreement and providing R9 Technology with your telephone number and/or your e-mail address, R9 Technology or its agents may contact you for: (a) any account-related issues by calling or texting you at such number(s), and (b) for any account-related issues or for marketing purposes by sending an e-mail to such e-mail address. If you do not wish to receive marketing emails, you may follow the opt-out instructions contained in any such email, by emailing an opt-out request to R9 Technology, or by calling (972) 883-7166.



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8.2 Applicable Law

This Agreement is made in the State of Texas, Dallas County. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Texas, excluding conflicts of law provisions. For clarity, the Federal Arbitration Act shall govern the interpretation and enforcement of Section 8.4.

8.3 Dispute Resolution by Arbitration

To expedite resolution of issues and control the cost of disputes, you and R9 Technology agree that any legal or equitable claim or cause of action relating to this Agreement, any addendum, or the Service (referred to as a "Claim") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, you may not start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing ("Notice"). You will send your Notice to the primary business address of R9 Technology, to the attention of the R9 Technology Legal Department and we will send our Notice of receipt to your billing address. If you and R9 Technology are unable to resolve the Claim within 60 days after Notice is received, then R9 Technology and you agree to arbitrate any and all Claims between us in Dallas County, Texas, unless we agree otherwise in writing. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory relating in any way to this Agreement, the Service, the Equipment, installation of the Equipment, or service calls; and/or
- Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and/or
- Any Claims that may arise after the termination of this Agreement that in any way relate to the Service, the Equipment, installation of the Equipment, service calls, or this Agreement.

8.4 Agreement

You understand that by entering into this Agreement, you expressly waive the right to participate in a class action and/or a trial by jury. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision, which shall solely be for a court of competent jurisdiction to decide. Any arbitration hearings shall take place in Dallas County, Texas. During the arbitration, neither party shall disclose to the arbitrator the amount of any settlement offer made by either party, until after the arbitrator



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determines the amount, if any, to which you or R9 Technology is entitled. YOU AND R9 TECHNOLOGY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

This Agreement (including all documents and writings identified in this Agreement as being part of this Agreement) constitutes the entire and only agreement with respect to its subject matter between you and R9 Technology, applicable also to all users of your account. This Agreement document supersedes all representations, proposals, inducements, quotations, assurances, promises, agreements, and other communications with respect to its subject matter, with the exception of a written product Addendum(s) (if any) that may have been provided to you in writing by R9 Technology.