

IMPORTANT NOTES

This Agreement is entered into between CallPass, LLC and you ("Subscriber") whereby CallPass, LLC agrees to provide, and you, Subscriber, agree(s) to accept CallPass, LLC services as more fully outlined below.

1. DEFINITIONS.

The Following Definitions Apply:

- A.** The term "we," "us," "our," "supplier," "Call Pass," and shall mean CallPass, LLC including, its affiliates, subsidiaries, employees, successors, agents, and assigns.
- B.** The term "you," "your," "Subscriber," "customer," "account holder," and "user" mean a person and/or entity who has purchased devices from CallPass and are thereby bound by the terms hereof.
- C.** The term "Device" means any device, sensor, accessory, or other product we sell, lease or finance to you or that is active on your account with us for any reason.
- D.** The term "Service" means our offers, rate plans, options, software, applications, or Devices on your account with us.

2. CAPACITY.

You hereby confirm by your signature below that you have the legal capacity and, where applicable authorization to enter into the Agreement. You enter into this Agreement when you do any of the following:

- You sign this Agreement, directly or with an electronic signature of some type;
- You accept this Agreement through an oral or electronic statement;
- You accept devices from CallPass;
- You pay for any portion of the services;
- You open any package or start any program that confirms you are accepting the Agreement when doing so; or,
- You otherwise take an affirmative step to confirm your acceptance herewith.

3. TERM OF SERVICE.

Many of the Services that CallPass offers require you to maintain certain Services with us for a minimum term usually ranging from 1 through 4 years ("Term Commitment"). The term will be reflected on your initial Invoice provided by us, which is incorporated herein by reference thereto. You are responsible for payment for the entire duration of the term, regardless of whether you stop use for any reason of the product or services. In other words, if you terminate on the 6th month of a 1 year agreement, you will still remain responsible and obligated to pay the remaining portion of the term.

4. MONTH TO MONTH FOLLOWING TERM UNLESS YOU AGREE TO NEW TERM COMMITMENT OR EXTEND SAME.

After your duration of your Term Commitment expires, your Services will be continued and you will be obligated for payment of same, on a month-to-month basis. However, in the event you agree, in writing (which may be by email), to a new Term Commitment or to extend your current Term Commitment, this provision shall not apply.

5. CANCELLATION OF SERVICES.

You may cancel your services by providing fifteen (15) business days written notice prior to the end of your Term Commitment by sending same, via Email to Support@Callpass.com ("Cancellation Notice"). Such Cancellation Notice shall be effective when approval of same is received by CallPass. If same is not timely received, your account will renew on a month-to-month basis and you will be required to pay for the next month of service. If your Term Commitment has expired and you are on a month-to-month basis, then you shall send your written Notice of Cancellation, in conformity herewith, at least five (5) business days prior to your next billing on your account. In the event Notice is provided but not provided timely, you will be responsible for next months billing and your services will be cancelled prior to the next billing cycle which is more than five (5) business days therefrom.

6. INCREASED TAXES, SURCHARGES, GOVERNMENT FEES, ETC.

You hereby agree to pay and be obligated for any increase in taxes, surcharges, Government fees, etc. which may be increased throughout the duration of our Agreement. In the event there are additional costs that are incurred by CallPass for use of the Products or Services, then you expressly agree to pay any increase in cost for same. You hereby agree to pay and be obligated for any increase in taxes, surcharges, Government fees, etc. which may be increased throughout the duration of our Agreement. In the event there are additional costs that are incurred by CallPass for use of the Products or Services, then you expressly agree to pay any increase in cost for same.

7. CALLPASS'S RIGHT TO SUSPEND OR TERMINATE SERVICES.

CallPass, in its sole discretion, without notice, may suspend or terminate any Service for any one or more of the following reasons:

- A.** Late Payment;
- B.** Filing of Bankruptcy.
- C.** Becoming Insolvent;
- D.** Providing False, Inaccurate, Dated or Unverifiable Identification or Credit Information;
- E.** Harassing and/or Threatening CallPass's employees or agents;
- F.** Providing False Information to CallPass at any time;
- G.** Interfering in CallPass's operations;
- H.** Violating City, State, or Federal Law;
- I.** Suspicion of using Services restricted by or inconsistent with this Agreement;
- J.** Breaching any term contained herein;
- K.** Breaching Paragraph 9 of this Agreement;

- L.** Modifying a Device from its manufacturer specifications; or
- M.** To protect CallPass's interests, our customer's interests or our network.

8. SUSPENSION/TERMINATION.

If at any time your Services are Suspended and/or Terminated as outlined in Paragraph 7, above, you will still be obligated to pay any and all costs associated with your agreement to pay same for your Term Commitment.

9. SERVICE RESTRICTIONS.

You may not use our Services:

- A.** To transmit content/messages that are, or in any manner that is, illegal, unlawful, fraudulent, threatening, abusive, defamatory, or obscene or otherwise offensive in anyway;
- B.** To track a person without his or her knowing consent;
- C.** Use for safety critical or military application (ex: life support);
- D.** To track any asset, vehicle, or object without the asset, vehicle, or object owner's knowing consent;
- E.** in a way that could cause damage or adversely affect our customers, reputation, network, property or Services;
- F.** To communicate any unsolicited message;
- G.** To infringe on the copyright of another, or upload or transmit any virus, worm, or malicious code;
- H.** Unauthorized Transfer or Re-Sale of Devices¹;
- I.** Inappropriately Install Devices;
- J.** in any way prohibited by local, city, state or federal law; or
- K.** in any way prohibited by this Agreement.

10. RETURNED MATERIALS AUTHORIZATION.

From the date of purchase for a duration of 1 year, CallPass may, in its sole discretion, assist in the repair and/or replacement of any Device you purchase from CallPass which you contend is not working appropriately ("RMA"). In the event a Device is not working properly, then you may contact CallPass to initiate their RMA process. Once CallPass is contacted, CallPass will open a RMA number and provide same to you. You will then ship the Device, at your cost, together with the RMA package and mail same to 12910 Automobile Boulevard, Suite D, Clearwater, Florida 33762. Please do not mail any Devices unless and until you receive a RMA number from CallPass. Upon receipt, We will attempt to diagnose and fix the issue. If CallPass is able to fix the issue, they will fix same and return the Device to you at the address listed on your most recent correspondence with CallPass. You will be responsible for the cost for mailing same. If CallPass is unable to fix the issue, they will replace the Device, so long as it is not determined that the Device is one that is not permitted to be fixed and/or replaced as a direct result of tampering by you, as outlined in 11, below.

11. DEVICES NOT ACCEPTED THROUGH RMA.

CallPass will not accept any Devices through their RMA process, for any defects that are caused by normal wear and tear, neglect or mistreatment of the Device, including improper operation, testing, installation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the Device resulting from misuse, or for any Products that have been altered, misused, abused, damaged, repaired, or modified in any way by a person other than CallPass, defects, damages or the failure of Devices due to any communication service or signal you may subscribe to or use with the Devices, and Devices where the Devices may have become damaged in transit to CallPass for the RMA process and Devices that may have been damaged by improper packaging. Further, CallPass shall not be liable for any defects nor shall it accept any such Devices through its RMA process that result from Buyer's design, specifications or instructions for such Products, or combination of such Products with accessories or combination of such Products with accessories or devices not expressly confirmed by CallPass as being compatible. Last, CallPass is not

responsible for loss or damage as a result of an acts of God.

12. NOT PERMITTED TO RE-SELL DEVICES.

You are not permitted to Re-Sell or transfer any Devices purchased from CallPass. Any such unauthorized transfer shall be deemed a material breach of this Agreement. As such, the RMA process can only be utilized and will only be permitted to be utilized by the initial purchaser of the Devices.

13. BUYER REPRESENTATIONS.

Buyer represents that it has all necessary expertise in the safety and regulatory ramifications of its applications, and Buyer acknowledges and agrees that it is solely responsible for compliance with all legal, regulatory and safety-related requirements of applicable federal, state, local or foreign governments and any agency or public authority thereof, concerning its products and any use of Products in Buyer's applications. Buyer understands that certain GPS and/or starter disablement technology may not now, or in the future, be permitted by law in certain states. Buyer bears exclusive responsibility for verifying that the Products may be used in any particular installation or location. CallPass shall not be liable for any claims or damages that may arise because the GPS and/or starter disablement technologies are not permitted in a particular jurisdiction and Buyer indemnifies CallPass against such claims and damages.

14. DISCLAIMER OF WARRANTY.

CALLPASS MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. CallPass SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT, EXCEPT WHERE PROHIBITED BY LAW AND, WHERE PROHIBITED, ANY SUCH WARRANTY SHALL BE LIMITED TO THE MINIMUM WARRANTY AND PERIOD REQUIRED BY LAW. In the event CallPass does warranty anything, such warranty will be fully outlined on a card enclosed with the Devices. Such card, if provided, is incorporated herein by reference so that this Agreement is the full agreement that governs the relationship of the parties.

15. COVERAGE - WHERE YOUR DEVICE WILL WORK.

Services that rely on location information, such as GPS, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage. Network coverage and satellite signals are dependent on several factors not within our control including weather, topographical changes, changes to and support of network cellular technologies, the functionality of various satellites, cell towers, clouds, and other factors. You understand and expressly agree to hold us harmless from any and all claims or damages that result from the Device not working, malfunctioning, or failing.

16. INTERNATIONAL USAGE.

Your Device may be set to operate both domestically and may also operate internationally. However, you will be charged additional fees if the Device is in another country other than the United States and is utilized. The rate on these fees shall be the actual cost of international roaming charges plus a 40% administration fee which will be calculated based upon the total cost of the roaming charges incurred during which the invoice pertains. These rates will be charged for any month in which there is any international usage, no matter if the usage was less than an actual month.

17. LOCATION BASED SERVICES.

Our network generally knows the location of your Device when it is outdoors and turned on. Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the

ability to access your Device's location information and use of location-sensitive services. Use of location-sensitive services require network coverage.

18. YOUR INVOICE.

Your Invoice will show you the Commitment Term and the charges that will be charged via automatic deduction on a monthly basis. You expressly agree to pay the charges listed for the Term Commitment, which Invoice is expressly incorporated herein, by your acceptance of the Devices received in conjunction therewith.

19. TAXES AND GOVERNMENT FEES.

You agree to pay all federal, state and local taxes, fees and other assessments that we're required by law to collect on the Services we provide you and remit to the government. These charges may change from time to time without advance notice. If you are claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

20. PAYMENT POLICY

You agree to make payments every month in your Commitment Term and thereafter, beginning the date of this Agreement and continuing every 30 days, in the amount set forth in your Invoice, for the duration set for the therein, plus additional taxes, fees, or surcharges as may be applicable outlined in this Agreement. You are required to maintain valid credit card information on file for the processing of your monthly fees. You hereby authorize CallPass, our employees, agents, and assigns to charge your credit card a monthly reoccurring fee for the pendency of your Commitment Term, in addition to any monthly obligations following same, until payment is made in full. If a payment is not successfully received, due to expiration, insufficient funds, or otherwise, and you do not provide CallPass updated Payment Information as well as payment, you will be in default of the terms of this Agreement.

21. DEFAULT.

Any breach of any of the terms of this Agreement will cause you to be in Default hereof, including, without limitation, failure to make timely payment when due, any misrepresentations or unauthorized use of the Devices or Services as outlined in this Agreement. Furthermore, any and all outstanding sums owed shall immediately become due and payable. Such outstanding amounts to bear interest at the highest rate as permitted under applicable law.

22. ATTORNEY'S FEES AND COSTS RECOVERABLE BY CALLPASS.

In the event CallPass retains an attorney to collect up a default hereunder, you agree to pay CallPass any and all legal fees and costs, including, without limitation for attorneys, paralegals, legal assistants and law clerks, incurred as result of same, including, but not limited to, pre-suit attempts to collect, pre- suit mediation, litigation, including any appeals, arising from or relating to the enforcement, scope, meaning, interpretation, performance or non-performance of or under this Agreement. This attorney's fees and costs provision should be interpreted as broadly as permitted under Florida law, which includes, without limitation, being entitled to reasonable attorney's fees and costs for litigating fees and costs, as well as for collection on any Judgment obtained herein. The prevailing party shall be entitled to recover all costs expended by them, regardless if same are taxable by the court as costs.

23. RETURNED CHECKS/PAYMENTS.

In the event any check provided to CallPass is returned, or other payment is denied or returned for any reason, you will be obligated to reimburse CallPass for same, as well as pay additional fees and costs, at the highest amount permitted under Florida law. Further, acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier's check, money order, or any other reasonable method at any time at our sole discretion.

24. YOUR PRIVACY.

You agree to the terms of our Privacy Policy when you use our Services which is stated on the website. This policy may change from time to time. To ensure the quality of our Services and for other lawful purposes, we may monitor or record calls between us (for example, your conversations with our customer service or sales departments). CallPass shall disclose information and data pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

25. INDEMNIFICATION.

Buyer shall fully indemnify CallPass and its representatives against any damages arising out of the unauthorized use of Products, including but not limited to any use in such safety-critical or military applications, failing to provide appropriate notices regarding location-sensitive services, or violating this Agreement, any applicable law or regulation or the rights of any third party.

26. LIMITATION OF LIABILITY.

CallPass are not responsible nor liable in anyway if:

- A.** IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE DEVICES OR SOFTWARE;
- B.** FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING ANY SERVICE, (II) FAILURES OR DEFECTS IN ANY NETWORK OR THIRD PARTY SYSTEMS, (III) USE OF THE APPLICATION SERVICES, APPLICATION SOFTWARE, CONTENT, DOCUMENTATION OR HARDWARE DEVICES, OR (IV) DISABLING OF HARDWARE DEVICES.
- C.** FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE OR HARDWARE DEVICES, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICES OR HARDWARE DEVICES, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL CALLPASS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR HARDWARE DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES. NEITHER PARTY MAY BRING AN ACTION FOR ANY

BREACH OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE ACTION ACCRUES.

- D.** CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY IN SOME JURISDICTIONS. IN SUCH CASES, THE PARTIES AGREE THAT THESE LIMITATIONS WILL BE ENFORCED TO THE FULLEST EXTENT CONSISTENT WITH APPLICABLE LAW. THE PARTIES UNDERSTAND AND AGREE THAT CALLPASS PRICING IS DETERMINED BASED ON THE ALLOCATION OF RISK RESULTING FROM THE LIMITATIONS ON DAMAGES, LIABILITIES AND ACTIONS IN THIS AGREEMENT, AND THE DISCLAIMERS THROUGHOUT THIS AGREEMENT, AND THAT THEY ARE MATERIAL TERMS WITHOUT WHICH CALLPASS WOULD NOT ENTER INTO THIS

27. LIMITATION OF DAMAGES.

- A.** IN NO EVENT SHALL CALLPASS, ITS AFFILIATES, EMPLOYEES, OFFICERS OR CONTRACTORS BE LIABLE TO CUSTOMER, OR ANY OF ITS RESPECTIVE EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- B.** ADDITIONALLY, IN NO EVENT SHALL CALLPASS'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY USE OF ANY SERVICES OR HARDWARE DEVICES PROVIDED HEREUNDER, EXCEED THE LESSER OF THE TOTAL AMOUNT PAID TO
- C.** FOR THE PARTICULAR SERVICES AND HARDWARE DEVICES SOLD UNDER THIS AGREEMENT WITH RESPECT TO WHICH THE LOSSES OR DAMAGES ARE CLAIMED, AND ONE HUNDRED THOUSAND DOLLARS. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR SERVICES AND HARDWARE DEVICES SOLD TO CUSTOMER UNDER THIS AGREEMENT SHALL NOT ENLARGE OR EXTEND THIS LIMIT. CUSTOMER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

28. DISPUTE RESOLUTION.

Customer agrees that prior to the filing any lawsuit related to any issues regarding this Agreement or regarding the relationship between CallPass and Customer generally, the Customer agrees to provide Notice to CallPass, via Certified Mail, Return Receipt Requested to Leslie Barnett, Esquire, Registered Agent, CallPass, LLC and via Email to Jasona@callpass.com, of the issue for which Customer seeks resolution, including enough information and facts to understand the full issue. Within thirty (30) days from receipt thereof, CallPass shall provide a response and proposed resolution for same, if any. If the parties are not able to reach a resolution of the matter amongst themselves, then they agree to go to pre-suit Mediation, the cost of which shall be paid by the Customer. CallPass shall choose the mediator to be utilized. If, after attending mediation, in person, the parties are not able to come to a resolution, then the Customer is then permitted to file suit for any alleged action that customer believes it may have.

29. VENUE/JURISDICTION.

This Agreement will be construed according to the laws of the State of Florida, without regard to its conflict of law provisions. Any dispute relating to this Agreement will be brought in a court in Pinellas County, Florida. Each party consents to the jurisdiction of such courts in any such action and waives any objection to venue therein as well as jurisdiction.

30. WAIVER OF JURY TRIAL.

Each party hereby KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A JURY TRIAL WITH ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES IN ANY WAY WHICH MAY END UP IN LITIGATION AFTER THE REMEDIES HEREIN ARE EXHAUSTED.

31. WAIVER OF CLASS ACTION.

THE EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ANY RIGHT CUSTOMER MAY HAVE TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING AGAINST CallPass FOR ANY REASON.

CALLPASS MASTER SERVICE AGREEMENT



32. INVALIDITY.

If any part of this Agreement is determined to be invalid for any reason, such decision will not affect the validity of any remaining portion. The remaining portion will remain in force and effect as if this Agreement had been executed with the invalid provision eliminated.

33. ENTIRE AGREEMENT.

This Agreement and the Invoice constitutes the entire agreement between the parties with respect to the subject matter hereof, and these documents supersede all other communications, whether written, electronic, or oral.

34. MODIFICATION/ALTERATION.

This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Neither this Agreement, nor any rights or obligations under this Agreement, may be transferred or assigned by Customer without CallPass's prior written consent, and any attempt to do so will be void.

35. WAIVER.

Any waiver by CallPass of any terms of this Agreement must be in writing and it is expressly agreed that this Agreement cannot be modified orally, by course of dealing or by implied agreement. Waiver of any provision of this Agreement and/or any SOW in one instance will not preclude enforcement thereof on future occasions.

36. CAPTIONS OR HEADINGS.

Captions or Headings have been included in this Agreement merely for convenience or reference, and are not to be considered part of, or to be used in interpreting, this Agreement.

37. COUNTERPARTS.

This Agreement may be executed in counterparts, both of which taken together will constitute one single Agreement between the parties. A fax, photocopy, scanned and/or emailed copy of this Agreement will be treated as an "original" document admissible into evidence.

38. NOTICES.

All Notices required to be provided herein shall be sent via Certified Mail Return Receipt Requested and via electronic mail (commonly referred to as e-mail). Such Notices will be effective upon receipt.

INTENDING TO BE LEGALLY BOUND, THE CUSTOMER HAS CAUSED THIS AGREEMENT TO BE EXECUTED, INDIVIDUALLY OR BY THEIR DULY AUTHORIZED REPRESENTATIVES.

CALLPASS, LLC

Printed Name: Matt Godri
Title: Chief Financial Officer
Address: 4592 Ulmerton Road., Suite 201
City, State, Zip: Clearwater, FL 33762

Signature: 

Date: 07-01-2024

CUSTOMER

Company Name: _____

Printed Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Signature: _____

Date: _____