

FLIGHT MOBILE SUBSCRIBER AGREEMENT

Effective January 15, 2026

This Flight Mobile Subscriber Agreement (“Agreement”) sets forth the terms and conditions under which Orbitel Communications, LLC. (“Company”, “we” or “us”) will provide residential subscribers (“you,” “your,” or “Subscriber”) with Flight Mobile voice, messaging and data services. Your use of Flight Mobile constitutes your acknowledgement and agreement that you have read and that you understand the terms and conditions of this Agreement and that you agree to be bound by the terms of this Agreement. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE FLIGHT MOBILE SERVICES AND YOU MUST NOTIFY FLIGHT MOBILE AT 1- 800-998-8084, TO TERMINATE THE FLIGHT MOBILE SERVICE.

THIS AGREEMENT CONTAINS: (1) A BINDING ARBITRATION PROVISION, WHICH PROVIDES THAT YOU AND COMPANY AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION; AND (2) A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS. YOU HAVE THE RIGHT TO OPT OUT OF THE FOREGOING PROVISIONS, AS SET FORTH BELOW IN SECTION 17.4.

1. SERVICE PROVIDED TO YOU. Flight Mobile includes voice calling, messaging and data, any optional services you order from Flight Mobile, for which additional fees or higher rates may apply (collectively, the "Service" or “Flight Mobile”), and any equipment that we provide to you for use with your Service, including a SIM card or e-SIM. Your use of the Service, and the use of any information collected by us through your use of the Service (including, without limitation, any account registration information), is subject to the Flight Mobile Customer Privacy Notice (“Privacy Notice”), which may be found at <https://www.orbitelcom.com/legal/subscriber-privacy-notice> policy and is incorporated by this reference into this Agreement. All other services that you receive from Company, including home internet service, are subject to the applicable agreement between you and Company. Additional charges for Flight Mobile will apply if Company home internet service is not maintained by you.

2. AGREEMENT.

2.1. **Acknowledgment:** By signing up for, activating, using, creating an online account, or paying for the Service, you agree to the terms and conditions set forth in this Agreement and the prices, charges, terms and conditions which Company has posted or may in the future post on its website <https://www.orbitelcom.com>. (“Website”), all of which are incorporated herein by reference. Subscriber should regularly consult the Website to ensure Subscriber remains in compliance. If you fail to activate Service within 30 days after you receive a SIM, you will be deemed to be using your Service and to have accepted this Agreement. If you do not agree to the pricing or to any terms or conditions, you may cancel the Service by calling us at 1- 800-998-8084

2.2. **Subscriber Information:** You must be eighteen (18) years of age to sign up for a Flight Mobile account. When you accept this Agreement, you warrant and represent that you are at least eighteen (18) years of age and that the account information that you have provided, and will provide, to Company during the term of this Agreement, including without limitation, your legal name, address, telephone number(s), and payment information, if applicable (e.g. credit card numbers and expiration dates and bank account information) is accurate, complete, and current. You further warrant and represent that you are responsible

for all use of the Service under your account by any users, including any minor, and that you agree to be bound by this Agreement for the terms of their use. Company recommends that you take advantage of any access controls offered through the Service or third-party sites, which are designed to assist you in limiting or blocking access to certain types of web content you may feel are harmful to or inappropriate for minors.

3. CANCELLATION/SUSPENSION OF SERVICE.

3.1. Termination of Service by Subscriber: You may stop using Flight Mobile at any time. You must notify the Flight Mobile customer service line at 1- **800-998-8084** to terminate the Service. Upon termination, and subject to any restrictions under applicable law, you shall be responsible for the full monthly charge for the Service, and any applicable fees, without proration, regardless of the date you terminated the Service.

3.2. Suspension or Termination of Services by Flight Mobile: You agree that we or our providers may immediately terminate or suspend your account, and access to all or any part of Flight Mobile, for cause or for any other reason determined appropriate by our providers, including but not limited to breach of this Agreement (including nonpayment), or violation of the Flight Mobile Acceptable Use Policy or any other policy or terms incorporated herein. Company also may immediately terminate your account and any part or all of the Service if you move from the State in which you are using the Service as of the date you first activate, sign-up for, create an account for or use the Service (e.g., you move from Minnesota to Wisconsin). Company's rights under this section are in addition to any specific rights that Company reserves in other provisions of this Agreement or in other policies incorporated herein, to interrupt, suspend, modify, or cancel your Service and to terminate this Agreement. If your Service is terminated or suspended, we may choose not to re-connect services thereafter, or you may be required to pay a reconnection and/or activation fee in addition to all past due charges, before any Company services are reconnected. In addition, nonpayment or cancellation of the Service may affect other services or agreements that Subscriber has with Company, including promotional bundling packages for other Company services.

3.3. Obligation upon Termination of Agreement: You are responsible for all charges incurred through the end of your Service. Nonpayment or cancellation of the Service may affect other services or agreements that you have with Company, including promotional bundling packages for other Company services.

4. MOBILE SERVICE FUNCTIONALITY.

4.1. Service Performance: The equipment you use with Flight Mobile, such as a phone or handset (the "mobile device"), uses radio transmissions to access your Service. If the mobile device isn't in range of a transmission signal, then your Service may not work. Numerous things can affect the availability and quality of your Service, including the capacity available on the cellular network, the mobile device performance, terrain, buildings, foliage, and weather. Cellular service availability is determined by the provider of the cellular network on which Flight Mobile operates and is not guaranteed. Additionally, Flight Mobile may reduce your data, streaming, and mobile hotspot tethering speeds (i.e., the ability to use your mobile device as a mobile hotspot for other devices), as well as video resolution, after certain data usage levels are reached, as outlined further in the Flight Mobile Network Management Practices, which may be found at <https://www.orbitelcom.com/legal/Flight-Mobile-Network-Management-Policy.pdf>

Accordingly, actual speeds of the Service are not guaranteed and will vary.

4.2. Additional Service Features: Features of your Service that rely on location information, such as E911 and GPS navigation, depend on the ability of the mobile device you use with your Service to acquire satellite signals (which typically are not available indoors) and cellular network coverage. While the mobile device is receiving a software update, you may not be able to use the Service until the software update is complete.

4.3. Wi-Fi Connectivity on Mobile Device: Your connection to Wi-Fi on the mobile device may also be impacted by a variety of factors, including performance of the mobile device, interference (e.g., from other devices, buildings, or other wireless signals), your distance from the Wi-Fi access point, and the number of other users sharing the hotspot. The mobile device may automatically connect to Wi-Fi hotspots, including the Wi-Fi network in your home that is connected to your Company home internet service. You may disable the automatic Wi-Fi connection feature on your mobile device by turning it off using the “Settings” or an equivalent feature of your mobile device. You will still be able to manually connect to available Wi-Fi access points. Disabling the Wi-Fi connection feature may limit the availability of certain Flight Mobile features and increase your monthly Flight Mobile data usage.

5. MOBILE DEVICE.

5.1. Certified Mobile Devices: Your mobile device must comply with Federal Communications Commission regulations, be certified for use on the network on which Company provides Flight Mobile, be unlocked, and be compatible with the provisioned Service. Flight Mobile does not support mobile devices that are locked or become locked by another mobile operator or that have been or become reported as lost or stolen.

5.2. Mobile Device Performance: Company does not manufacture any mobile device that you select to use with Flight Mobile. Company is not responsible for any defects, acts, omissions, or other problems with a mobile device. Further, Company is not responsible for the security of the mobile device connected to the Service, including any data stored on the mobile device, and maintaining virus and other Internet security protections when accessing third-party products or services. Check with the mobile device's manufacturer to determine whether there are any warranties on a mobile device. Mobile device performance may vary based on mobile device specifications (for example, a mobile device's software, memory, and storage), and mobile device performance may impact access to Flight Mobile.

6. SIM ACTIVATION.

6.1. SIM Activation: By activating Flight Mobile (via a SIM card or electronic SIM (eSIM)), you acknowledge that, except as required by law, you shall acquire no proprietary interest in the mobile number (MDN) or SIM (Subscriber Identity Module) assigned for your use, except for any right you may have to port it, as outlined in Section 15 below. You acknowledge that any intellectual property or software in the SIM is the property of the supplier thereof, and such supplier may change or update the software or other data in the SIM card or the software in the mobile device over the air and utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes.

6.2. Unauthorized Use of SIM Card: If your mobile device has a physical SIM card, you agree to safeguard your SIM card and not to allow any unauthorized person to use it. You agree not to, and not to

allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. The Company or the supplier of the SIM card may, from time to time, remotely update or change the encoded information on your SIM card. Any violation of the restrictions on the use of your SIM card that are contained in this Section 6 may result in the immediate termination of your Service without notice.

7. DATA USAGE AND ROAMING CHARGES.

7.1. Data Usage: Flight Mobile may allow you, among other things, to access the Internet and email; text, take pictures and videos; and download and play games, videos, music, graphics, sounds, applications and other materials (“Content”), or send Content elsewhere. Video streaming resolution varies by Service plan. Video resolution may be reduced in the event your usage exceeds the thresholds set forth in your Service plan. Subject to network management practices of Company and its suppliers, Company does not control the Content that you access or create on your mobile device. Certain Content might be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You are solely responsible for evaluating the Content accessed or created by you or anyone else through the Service. For more information, please read the Company Mobile Network Management Practices.

7.2. Roaming: “Roaming” occurs when your mobile device uses another provider’s radio access or cellular network. Use of your Service while roaming is dependent on the roaming carrier’s support of applicable cellular network technology and functionality, and certain Flight Mobile services may not be available or work the same when roaming (for example, data services, voicemail, or call waiting). Information on available coverage area is available on the Website (the “Coverage Area”). Your use of Service outside of the Coverage Area is subject to the Flight Mobile Acceptable Use Policy, including increases in roaming charges or termination for excessive use.

8. ILLEGAL OR UNAUTHORIZED USE OF SERVICE. You agree not to use or allow others to use the Service in any manner that is in violation of any applicable federal, state, local or international laws or regulations, or to resell the Service, or promote, engage in, or enable fraudulent or illegal activity or conduct that violates or infringes upon the rights of any person or use the Service in any matter that unreasonably interferes with the use of the Service by other users. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Service to impersonate a person or entity or to engage in fraudulent activities is not permitted.

You agree to notify Flight Mobile immediately by calling Flight Mobile’s customer service at 1-800-998-8084 or by email, during normal business hours, or by chat at any time, as further described on the Website if your mobile device is lost or stolen or if your Service is being used without your authorization. When you call or write, you must provide your account number and a detailed description of the circumstances of the unauthorized use of Flight Mobile. If you fail to notify us in a timely manner, your Service may be terminated without notice and you may be responsible for any charges incurred through the unauthorized use of your Service. Please also refer to the Flight Mobile Acceptable Use Policy for examples of permitted and prohibited activities and uses of Flight Mobile.

9. 911 CALLING AND EMERGENCY ALERTS.

9.1. **911 Location:** When making calls to a public safety answering point (“PSAP”) from a mobile device, such as dialing 911, you should always be prepared to provide your location and phone number. Unlike calls from a traditional wireline phone, a PSAP may not know the emergency caller's location or phone number. Although some local emergency authorities have enabled E-911 services that use GPS or other methods to determine callers’ locations, E-911 does not always provide accurate location information. If your mobile device is indoors, cannot acquire a satellite signal, or otherwise cannot obtain your location, your location may not be automatically delivered to the PSAP. Also, the process of porting a phone number may limit the Service from being able to provide location services to the PSAP during that time. If you make a 911 call, the 911 operator may see a phone number that is different from your personal phone number. There may be instances when the PSAP might not be able to call you back.

9.2. **911 Calling over Wi-Fi:** Calls to 911 over Wi-Fi or a data connection may operate differently than traditional wireline calls to 911. Such calls may not connect to the PSAP, may be limited, or may be unavailable if you are experiencing a power outage, if there is a disruption in Wi-Fi service or to the data connection, or if you are unable to access the Internet. If your call connects to a PSAP, your location information and phone number may not be transmitted. Additionally, if you have not updated your emergency 911 address in the settings of your mobile device, your mobile device may provide a PSAP with location information that is different from your calling location. You should be prepared to provide your location and phone number to the PSAP.

9.3 **Response by Network Operator:** The network operator may reply on behalf of the Company to requests from a PSAP relating to a Subscriber and will provide calling and location information on behalf of the Company, to the extent that it is available to the network operator and consistent with its internal practices relating to such calls. The network operator is authorized to act on behalf of the Company in responding to PSAPs with regard to Subscribers. PSAP calls while roaming (if available in the future) may be handled by the roaming carrier.

9.4. **Use of TTY Equipment for 911 Calls:** If you are deaf, hard of hearing, or speech disabled and need to reach emergency services, you should call 911 directly using TTY (when available).

10. PRIVACY. Your mobile device can determine its (and your) physical, geographical location, and can associate this location information with other subscriber data. Please read the Flight Mobile Customer Privacy Notice to learn how we use and share the information we collect about you when you subscribe to and use your Service or use any Flight Mobile applications provided with the Service.

11. SERVICE INTERRUPTIONS.

11.1. **Service Interruption:** Flight Mobile service may be temporarily refused, interrupted, curtailed, or otherwise limited because of transmission limitations caused by any factor, including, but not limited to, physical obstructions; network congestion; atmospheric, environmental or topographical conditions; system and/or facilities interference, limitations or constraints; or system and/or facilities changes, modifications, updates, relocations, repairs, maintenance or other similar activities necessary for the proper or improved operation of the facilities. You may encounter temporary capacity-constraint-related symptoms, such as excessive call blocking, call dropping, or data-throttling. Company and our suppliers are not liable for any claim or damage related to or arising out of or in connection with (i) any such temporary capacity constraint,

(ii) any coverage gaps, or (iii) any temporary Flight Mobile service refusal, interruption, curtailment or other limitations. The quality of the display of the Content may vary from mobile device to mobile device and may be affected by factors outside of our control, such as your Internet connection and geographic location.

11.2. Changes to Service: Either the provider of the cellular network on which Flight Mobile operates or Company may elect to modify the cellular network (including retiring or sunseting specific network technology) and/or the manner in which your Service operates on such network at any time, including, but not limited to, changing the prioritization of traffic, establishing speed or usage limitations, or impacting other attributes of your Service, including your mobile device's connection to the Company home Internet service. Devices dependent on retired, subset or modified technology may no longer function. We will endeavor to provide you with advance notice of any change that we believe may materially affect your Service but shall be under no obligation to do so. We encourage you to review our Flight Mobile Network Management Practices from time to time.

12. MONTHLY SERVICE FEE.

12.1. Fees and Payment: You agree to pay all charges incurred by your account for your Service, including without limitation: any taxes and fees on all included, or add-on, service features; payment processing and shipping charges; data usage; and any other features or services used on your account, you enable or subscribe to, including any third party services; and all other applicable federal, state, and local taxes and fees (however designated), regulatory recovery fees for municipal, state and federal government fees or assessments imposed on us, surcharges, permitted fees and cost recovery charges, for any programs in which we participate, including, but not limited to, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the Services.

YOU ARE RESPONSIBLE FOR PAYING ANY GOVERNMENT FEES, TAXES, AND SURCHARGES WHENEVER IMPOSED, AND EVEN IF THEY BECOME APPLICABLE RETROACTIVELY.

Additionally, Flight Mobile may charge activation, prepayment, reactivation, or other charges, or require a security deposit, to establish, change, or maintain your Service.

12.2. Change in Pricing or Fees: Company may change what we charge you for your Service upon written notice to you in accordance with the terms under the heading "Changes to the Service or this Agreement." We do not need to provide you with notice of any change in pricing or fees that is related to a change in governmental or quasi-governmental taxes, fees, charges or assessments, in which case, we may elect not to provide notice, except where required by applicable law. If you find any change to the pricing of your Service to be unacceptable, you have the right to cancel your Service. Your continued receipt of your Service for more than 30 days after we deliver notice of change, however, will constitute your acceptance of the change. If you cancel your Service, you will be responsible for the immediate payment for all outstanding Service fees and charges on your account through the end of the current billing cycle.

12.3. Taxes: Flight Mobile will determine your primary place of use ("PPU"), and which jurisdiction's taxes and assessments to collect.

13. BILLING.

13.1. **Monthly Invoices:** Flight Mobile will issue a summary invoice statement to you monthly. You will be invoiced monthly, in advance, for recurring service charges and fees (e.g. service plan fee, taxes, regulatory fees, features, prepaid data usage) and you will be invoiced for any one-time charges (e.g. data top-ups, etc.) at the time of purchase. Your first invoice may include the first month's service charges and fees, as well as monthly recurring charges and fees for the next month and charges for non-recurring services you have ordered. If you receive the Service under a promotion, after the promotional period ends, the then-current market prices for the Service will apply.

13.2. **Separate Billing:** Your Flight Mobile service is billed separately from any other Company services (Internet, TV, Voice) you may have. All charges, including any taxes and fees on your included line(s) of Service will be reflected on your Flight Mobile billing statement. However, Company reserves the right to change this billing convention and provide you with a consolidated bill with charges from other lines of business upon written notice to you.

13.3. **Prepaid Data Usage:** All data usage included in the Service plan, or any additional purchase of data usage are sold on a prepaid basis. If you purchase an allotment of additional data (beyond the amount included in your Service plan) during a billing cycle, but do not use all of such allotment during such billing cycle, you may not carry forward the unused portion to the next billing cycle or obtain any refund for such unused portion. All data and Content sent or received on your Flight Mobile account (including any network overhead and/or Internet Protocol overhead associated with Content sent or received) counts towards your data usage. Your data usage will be measured by all data sent, received, consumed by and/or used on your account, including, without limitation, data consumed by applications (including any Flight Mobile applications), widgets, multi-media messaging, tethering, uploading, downloading, streaming content, Internet access (including accessing corporate intranets, email and individual productivity applications), GPS and location services, and Voice over Internet Protocol, either with or without any action by the user. Unless we specifically inform you otherwise, data usage is measured in bytes, kilobytes, megabytes, and/or gigabytes ("GB")—not in minutes/time. Unless otherwise provided in your Service offering, (i) any fraction of a megabyte (1024 kilobytes) will be rounded up to the next whole megabyte, (ii) any fraction of a megabyte used during domestic roaming (if available) will be rounded up to the next whole kilobyte, and (iii) voice service switching will calculate the minutes of use based on 60-second increment usage, with each call being rounded up to the next full minute of use (i.e., a 121 second call would be billed as a 3 minutes of use). . There is no refund for or carry-over of any unused allotment of prepaid data usage from one billing cycle to another.

13.4. **Bill Cycle:** Your Service is provided to you on a month-to-month basis. Your account has one bill cycle for your Service, regardless of the number of lines on the account. Billing for the first month will begin when the SIM Card or eSIM has been both ordered and activated. All other purchases (such as data top-ups, etc.) will be billed at the time of purchase. If an additional line is added to the account before the next bill cycle, you will need to pay the monthly service charge, in advance, for the additional line at activation and then again when the account bill cycle arrives. There is no proration of the monthly service charge when an additional line is added to the account.

14. UNAUTHORIZED CHARGES.

14.1. **Use of the Service by Others:**

YOU SHOULD USE CARE WHEN ALLOWING ANOTHER PERSON, INCLUDING A CHILD OR OTHER MINOR, TO USE A MOBILE DEVICE ON YOUR ACCOUNT.

You are obligated to pay all charges incurred, including charges from any other user of the Service associated with your account.

14.2. **Payment Information:** You are solely responsible for protecting the security of credit card and other personal information provided to others in connection with any payment transactions. Debit/credit card payment processing is performed by a third party. As a condition to our enabling credit card payment processing service, you agree to provide accurate and complete information about you, and you authorize the third-party payment processor to receive, process and store such information, as well as transaction information related to your use of the payment processing service. In all cases, standard credit card or other third-party processing fees apply. We are not responsible for any dispute regarding charges between you and any third party. You must address all such disputes directly with the third party.

15. PORTING. You may be able to transfer, or "port," your Flight Mobile phone number to another mobile operator. If you port a number from Flight Mobile, Flight Mobile will treat it as though you requested Company to cancel the Service for that number. After the porting is completed, you will not be able to use the Flight Mobile service for that number, but you will remain responsible for all Service fees and charges incurred through the end of that billing cycle, just like any other cancellation. If you port a number to Flight Mobile, Company may not be able to provide some services right away, such as E-911 services.

16. CONSENT TO COMMUNICATIONS FROM COMPANY. You consent to be contacted by Company or third parties acting on our behalf, without charge, on any wireless telephone number assigned to your account for any purpose, including marketing messages, and in any manner permitted by applicable law. Consent is not a condition to purchase any goods or services. You may opt out of receiving certain marketing communications from us by contacting Company customer service line at **1-800-998-8084**, or by means of an unsubscribe link or such other method that we make available to you. However, you may not opt-out of receiving communications pertaining to your account, including, but not limited to, communications regarding emergencies, fraud or other violations of law, security issues, and harms caused to the network. You also expressly consent to be contacted by Company and anyone contacting you on our behalf, for certain other purposes, including billing, collection, or other account or service-related purpose, at any telephone number or physical or electronic address where you may be reached, including any wireless telephone number. Subject to your right to opt out of receiving marketing messages as described above, you agree that Company and anyone contacting you on our behalf, may communicate with you as part of our established business relationship, and regardless of whether the phone number is on the federal Do-Not-Call Registry (or state equivalents), including communications placed by any means, including autodialed or prerecorded voice calls, and text messages. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section and that you have provided all notices required by applicable law. Our use of your contact information described in this section shall be in accordance with our Company Privacy Notice.

17. BINDING ARBITRATION, WAIVER OF CLASS ACTION AND JURY TRIAL.

17.1. **Arbitration:** Except as expressly permitted by this Agreement, any Dispute (as defined below) involving you and Company that cannot be mutually resolved shall be resolved through individual arbitration rather than through litigation of the Dispute in court. By agreeing to this binding arbitration provision, you may be waiving constitutional or statutory rights. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may also result in limited discovery. An arbitration award may be subject to limited review by a court. Notwithstanding the above, the parties agree that any dispute over a party's intellectual property rights shall not be subject to arbitration hereunder, and each of the parties hereto retains the right to seek judicial assistance for alleged or imminent breaches of intellectual property rights.

17.2. **Dispute:** As used herein, the term "Dispute" means any dispute, claim or controversy between you and Company, its affiliates, and/or each of its and their respective officers, directors, employees and agents regarding any aspect of your relationship with such parties that has accrued or may hereafter accrue, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence or any other tort), or any other legal or equitable theory. "Dispute" is to be given the broadest possible meaning that will be enforced.

17.3. **Governing Law and Jurisdiction:** This Agreement and any Dispute shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflicts of law provisions. In the event that any Dispute arises that is not subject to arbitration or a small claims court hereunder, the sole jurisdiction and venue for such actions shall be a federal or state court of competent jurisdiction sitting in Arizona.

17.4. **Right to Opt Out:**

IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, INCLUDING WITHOUT LIMITATION, THE WAIVER OF YOUR RIGHT TO BRING CLASS ACTION CLAIMS AS OUTLINED IN SECTION 17.6 BELOW, YOU MUST NOTIFY COMPANY IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOUR SERVICE IS ACTIVATED BY WRITTEN NOTICE TO COMPANY, 21116 N JOHN WAYNE PKWY B9, MARICOPA, AZ, 85139, ATTENTION: GENERAL COUNSEL. YOUR WRITTEN NOTIFICATION TO COMPANY MUST INCLUDE YOUR NAME, ADDRESS, AND COMPANY ACCOUNT NUMBER, AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMPANY THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMPANY OR THE DELIVERY OF SERVICES TO YOU BY COMPANY. IF YOU HAVE PREVIOUSLY NOTIFIED COMPANY OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU DO NOT NEED TO DO SO AGAIN.

17.5. **Arbitration Proceeding:** . Arbitration proceedings under this Agreement shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the AAA pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this Section 17 that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Section 17 and the AAA rules, this Section 17.5 shall govern. If the AAA will not administer a proceeding under this Section 17.5 as written, the parties shall agree on a substitute arbitration organization. If the parties cannot agree, the

parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Section 17.5 as written applying the AAA Consumer Arbitration Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where you receive Service(s) from us. If you no longer receive Service(s) from us when you notify us of your Dispute, then any arbitration hearing will take place at a location convenient to you in the county where you reside when you notify us of your Dispute provided that we offer Service(s) in that county, or in the area where you received Service(s) from us at the time of the events giving rise to your Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.

17.6. Waiver of Right to Bring Class Action Claims:

ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED. FURTHER, UNLESS BOTH YOU AND COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS WITH YOUR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT.

17.7. Survival: This Arbitration Provision shall survive the termination of your Service with us.

17.8. Small Claims Exclusion from Arbitration: Notwithstanding anything in this Arbitration provision to the contrary, either you or we may elect to have an action heard in a small claims court serving the address on your account, if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

17.9. Waiver of Jury Trial: WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

18.1. No Warranty: YOUR USE OF FLIGHT MOBILE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED THEREIN, AND ANY RELATED SERVICE, APPLICATION OR SOFTWARE THAT IS PROVIDED TO OR ACCESSED BY YOU, IS AT YOUR SOLE RISK. FLIGHT MOBILE, INCLUDING ANY CONTENT, SOFTWARE, APPLICATION OR INFORMATION

CONTAINED THEREIN OR USED OR ACCESSED THROUGH FLIGHT MOBILE OR MOBILE DEVICES, AND ANY RELATED SERVICE, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY AND OUR PROVIDERS, SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, IN CONNECTION WITH THE AGREEMENT OR FLIGHT MOBILE, OR ANY PRODUCTS OR SERVICES PROVIDED, USED OR ACCESSED, IN CONNECTION THEREWITH, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE. BECAUSE SOME JURISDICTIONS MAY NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU, HOWEVER THEY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY AND OUR SUPPLIERS, LICENSORS, AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES MAKE NO WARRANTY THAT: (i) FLIGHT MOBILE WILL MEET YOUR REQUIREMENTS; (ii) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD FROM THE SERVICE ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES; (iii) FLIGHT MOBILE WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR BE ERROR-FREE; (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, COMPLETE OR RELIABLE; (v) THE QUALITY OF ANY PRODUCTS, SERVICE, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; (vi) ANY ERRORS IN THE SERVICE OR SITE WILL BE CORRECTED. COMPANY AND OUR PROVIDERS DO NOT WARRANT OR GUARANTEE ANY PRESENT OR FUTURE FLIGHT MOBILE AVAILABILITY IN ANY SPECIFIC OR PARTICULAR LOCATION. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE OR SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE, COMPUTER SYSTEM OR BUSINESS, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF OUR SERVICE OR OUR SOFTWARE. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING HOW THE CONTENT OR MATERIAL WILL APPEAR ON YOUR SPECIFIC MOBILE DEVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY, ITS SUPPLIERS, OR THROUGH OR FROM OUR SERVICE SHALL CREATE ANY WARRANTY.

18.2. Limitation of Liability: TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY OR OUR PROVIDERS, OR OUR AND THEIR EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF CONTRIBUTIONS, LOSS OF SAVINGS, LOSS OF REVENUE, LOSS OF

USE, LOSS OF PROFITS, OR LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE DEVICE DAMAGE, SYSTEM FAILURE, COST OF COVER OR REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU DURING THE PRECEDING THIRTY (30) DAY PERIOD; PROVIDED, HOWEVER, THAT THE LIMITATION IN THIS SENTENCE SHALL NOT APPLY TO INJURIES: (1) TO THE BODY OR PERSON CAUSED BY OUR NEGLIGENCE; OR (2) CAUSED BY OUR WILLFUL, MALICIOUS, RECKLESS, OR GROSSLY NEGLIGENT ACTS OR OMISSIONS. TO THE EXTENT PERMITTED BY LAW, THESE LIMITATIONS SHALL SURVIVE THE TERMINATION OF SERVICE AND THIS AGREEMENT AND YOU AGREE THAT ANY CLAIMS YOU MAY BRING AGAINST US MUST BE BROUGHT WITHIN 2 YEARS FROM THE DATE THE CLAIM ARISES. SUBSCRIBER SHALL NOT BE DEEMED A THIRD-PARTY BENEFICIARY OF ANY CONTRACT BETWEEN COMPANY AND ITS MOBILE SERVICE PROVIDER.

18.3. **Force Majeure:** You agree that Company will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to denial of use of facilities by its suppliers, labor disputes, acts of war, natural causes, fires, floods, storms, mechanical or power failures, unavailability of materials, strikes, labor difficulties, pandemics or epidemics, or any order, law or ordinance in any way restricting the operation of the Service.

18.4. **Survivability:** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement will survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination

18.5. **Indemnification:** Unless caused by the sole negligence of Company, you shall defend, indemnify, and hold harmless Company, its affiliates and its and their officers, employees, licensors, providers, suppliers of service and agents, from and against any damages, liabilities, losses or expenses (including without limitation, reasonable attorneys' fees and costs) incurred in connection with any claims, suits, judgments, and causes of action arising out of: your use of the Service or any content that you or your users submit or transmit through the Service; breach of this Agreement; or violation of any laws or of the rights of any third party by you, any person on your account, or any person you allow to use the Service, including but not limited to violation or infringement of privacy, confidentiality, or any intellectual property and proprietary rights arising from your use of the Service. Your indemnification survives termination of service or this Agreement.

19. MISCELLANEOUS.

19.1. **Entire Agreement:** This Agreement and the policies and postings referenced in this Agreement, along with the rates of your particular Service, any term commitments and early termination charges associated with any promotion for your particular Service, constitute the entire agreement with respect to the Service.

This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of you and/or Company or any predecessor in interest to Company with respect to the subject matter of this Agreement.

19.2. **No Assignment:** You may not assign this Agreement or your rights or obligations under this Agreement without Company's prior written consent. We may assign this Agreement without notice.

19.3. **Waiver:** Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

19.4 **Proprietary Rights:** You acknowledge and agree that the Service and any necessary software used in connection with the Service is protected by copyrights, trademarks and other intellectual property and proprietary rights worldwide, in all media and technologies, and your use of the Service and the materials thereon is subject to Company or its licensors rights, as well as the terms of this Agreement. All rights not expressly granted herein are reserved. Trademarks, service marks, logos and any trade dress (collectively referred to as "Marks") that are used or displayed on or in connection with the Service are owned by Company or its affiliates, or by third parties that offer and provide products and services on or through the Service. The Marks may not be copied or used, in whole, partial or modified form, without the prior written permission of Company or, if applicable, its licensor.

19.5. **Severability:** This Agreement is subject to all applicable federal, state and local laws and regulations in effect including those in the relevant jurisdiction(s) in which you receive the Service. If any provision of this Agreement is in conflict with any such law or regulation, or if you are entitled to more favorable rights under any such law or regulation than are set forth in any provision of this Agreement, then the terms of such law or regulation, or the rights to which you are entitled under such law or regulation, shall take priority over the relevant provision of this Agreement. If any part of this Agreement shall be determined to be invalid or unenforceable by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement.

20. **ENFORCEMENT.** Company reserves the right but does not assume the obligation to strictly enforce this Agreement, including without limitation by issuing warnings, suspension, or termination of access to the Service, and/or by removing, screening, or editing of Content, or by engaging in self-help and active investigation, litigation and prosecution in any court or other appropriate venue. We, or the provider of the cellular network on which the Service operates, may access, use, and disclose transaction information and any content provided by you to comply with the law (e.g., a lawful subpoena) or based on our or their reasonable judgment that disclosure is necessary, or to enforce or apply our agreements, to initiate, render, bill, and collect for Service, to protect our rights or property, or to protect users of the Flight Mobile and other persons or entities from fraudulent, abusive, or unlawful use of the Service.

21. **CHANGES TO THE SERVICE OR THIS AGREEMENT.** Company may change, amend, alter, or modify the Service or this Agreement at any time. Company may notify you of any change by any of the following ways, as determined in our discretion: (1) by posting it on the Website; (2) by sending you an email to the address for your account in our records; (3) by mail or delivery service to your address of record; or (4) by including it on or with your bill for Service. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify

you about important information regarding the Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, email and all postings at <https://www.orbitelcom.com>

If you find any material change to this Agreement to be unacceptable, you have the right to cancel your Service, subject to term commitment obligations. You will not be entitled to any credit for the unused portion of your account balance if you decide to terminate Service in response to a change to the Agreement. If you continue to use the Service for more than 30 days after notice has been made of a change, you shall be deemed to have agreed those changes. We may also, in our sole discretion, decide to permanently discontinue the Service. If we permanently discontinue the Service, we shall give you notice of such discontinuation.