IMSI SIM CARDS SERVICE TERMS AND CONDITIONS

Effective February 17, 2026

These Services Terms and Conditions **("Terms")** govern the activation, management, connectivity, technical support, and related services (collectively, the "Services") provided by MTech Mobility, LLC **("**MTech," "we," "us," or "our") to the business entity purchasing or using the Services ("Customer").

The specific Services will be stated in service plans which shall describe the applicable commercial terms (such as pricing, service deliverables) in one or more Statements of Work **("**SOW**")** executed by the parties. Each SOW is hereby incorporated into these Terms and, together with these Terms, forms a single binding agreement between MTech and Customer.

In the event of a conflict between these Terms and an SOW, the SOW shall control solely with respect to the Services expressly described therein, and these Terms shall control in all other respects unless the SOW expressly states that it overrides a specific provision of these Terms. In the event of multiple SOWs, the most recent SOW shall control solely with respect to the Services described therein and shall not modify any previously executed SOW unless expressly stated.

By executing an SOW, or by activating, accessing, or using the Services, Customer agrees to be bound by these Terms for any Services or service plan.

Any physical SIM cards or related hardware are provided solely to enable access to the Services, are incidental to the Service relationship, and do not constitute a standalone product sale unless expressly agreed in writing.

Service Orders; Acceptance; Changes

All Services shall be ordered through an executed Statement of Work ("SOW"). Each SOW is subject to acceptance by MTech in its sole discretion.

Except as expressly set forth in an SOW, MTech reserves the right to:

- reject any Service request;
- limit quantities of activated SIMs;
- modify Service plans;
- migrate Customer to functionally equivalent service offerings;
- change underlying carrier partners; or
- discontinue any Service upon commercially reasonable notice.

Customer understands that the Services rely on third-party networks that are not controlled by MTech. Accordingly, service availability, coverage, latency, and performance may vary and are not guaranteed.

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MTech may implement technical, operational, or administrative changes to the Services that do not materially degrade the overall functionality of the Service.

Such modifications shall not constitute a breach of these Terms or give rise to any liability by MTech.

Service Fees; Billing; Payment

Customer agrees to pay all fees specified in the applicable SOW (collectively, "Service Fees").

Unless otherwise stated in the applicable SOW, recurring Service Fees are billed monthly in advance and usage-based charges are billed in arrears. All invoices are due within fifteen (15) days unless otherwise specified in the SOW. Service Fees are non-cancellable and non-refundable once a billing cycle begins.

Customer shall pay all amounts without offset, deduction, or counterclaim.

Late payments may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. MTech may suspend or restrict Services immediately upon nonpayment.

Customer's payment obligations are absolute and are not contingent upon Customer's receipt of payment from any third party. MTech may adjust Service Fees upon written notice to reflect increases imposed by carrier partners or governmental or regulatory authorities. These adjustments are not price increases — they are pass-through costs.

Limited Service Warranty

MTech warrants that the Services will be performed in a commercially reasonable manner consistent with generally accepted industry standards.

Customer understands that the Services rely on third-party networks that are not controlled by MTech.

Outages, congestion, maintenance, spectrum limitations, regulatory actions, and carrier disruptions shall not constitute a breach of the Services.

MTech does not warrant any product or hardware under these Terms. Customer is responsible for ensuring that its devices are compatible with the Services and comply with applicable technical specifications provided by MTech. MTech shall have no liability arising from device incompatibility, improper configuration, or firmware defects.

THE FOREGOING LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY. MTECH EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

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PURPOSE. THE REMEDIES SET FORTH HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND MTECH'S LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, SHALL BE LIMITED AS EXPRESSLY PROVIDED IN THESE TERMS.

Limitation of Liability

To the fullest extent permitted by law, MTech shall not be liable to Customer or any third party for business interruption, loss of revenue, loss of profits or sales, loss of data or information, or for any special, incidental, indirect, exemplary, punitive, or consequential damages arising out of or related to the Services or these Terms, regardless of the theory of liability and even if MTech has been advised of the possibility of such damages. MTech's aggregate liability shall not exceed the total Service Fees paid by Customer to MTech during the twelve (12) months preceding the event giving rise to the claim. The rights and remedies set forth herein are exclusive and replace any other rights or remedies available at law or in equity. Customer acknowledges that the pricing of the Services reflects this allocation of risk and that MTech would not enter into this agreement absent these limitations.

Acceptable Use; Device Responsibilities; Prohibited Activities

Customer is solely responsible for all usage generated through devices utilizing the Services, whether authorized or unauthorized, including usage resulting from lost, stolen, compromised, improperly configured, or malfunctioning devices.

Customer must promptly notify MTech if it becomes aware of suspected fraud, misuse, or unusual activity.

Customer shall use the Services solely for lawful commercial purposes and in compliance with all applicable laws and regulations. Customer shall not deploy the Services in hazardous environments, safety-critical infrastructure, or any unlawful application without MTech's prior written approval. In the event of any misuse which is illegal, unlawful or procured by fraud MTech shall be entitled to immediately discontinue the Service. MTech may also suspend or terminate Services where required by an upstream provider.

MTech may immediately suspend or restrict the Services to protect the integrity, security, or performance of the Services.

Intellectual Property; Ownership; Feedback

All intellectual property rights in and to the Services, including all designs, developments, processes, documentation, trade secrets, know-how, firmware, and other proprietary materials,

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remain solely and exclusively the property of MTech or its licensors. Customer shall not remove or alter any proprietary notices affixed to the Services and shall reproduce such notices on any permitted copies. Any feedback, suggestions, or improvements provided by Customer relating to the Services may be used by MTech without restriction or compensation.

License Restrictions

Any software or firmware as provided in any SOW, is licensed and not sold. Customer shall not decompile, disassemble, reverse engineer, copy, reproduce, modify, translate, create derivative works from, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available any portion of the Services except as expressly authorized in writing by MTech. All licenses granted hereunder shall immediately terminate upon expiration or termination of Customer's right to use the Services. Except for the limited license expressly granted, no other rights are conveyed by implication, estoppel, or otherwise.

All Software is provided as is and without any warranty of any kind.

Indemnification

Customer agrees to defend, indemnify, and hold harmless MTech and its affiliates, officers, directors, employees, and agents from and against any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to Customer's misuse of the Services, unauthorized modifications, failure to comply with applicable laws or regulations, deployment outside manufacturer guidelines, or breach of these Terms. This obligation shall survive termination or expiration of these Terms.

Confidentiality

Customer acknowledges that it may receive or have access to non-public, confidential, or proprietary information of MTech, including but not limited to technical data, product designs, specifications, pricing, trade secrets, know-how, software, documentation, business methods, and commercial information ("Confidential Information"). Customer agrees to use such Confidential Information solely for purposes of operating the Services and shall not disclose it to any third party without MTech's prior written consent. Customer shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar importance, but in no event less than reasonable care. These obligations shall not apply to information that was lawfully in Customer's possession prior to disclosure, becomes publicly available through no fault of Customer, is rightfully received from a third party without breach of any obligation, or is independently developed without reference to the Confidential Information. Customer's confidentiality obligations shall survive for a period of five (5) years following termination or expiration of these Terms.

Force Majeure

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Neither party shall be liable for any delay or failure to perform its obligations under these Terms to the extent such delay or failure results from events beyond its reasonable control, including but not limited to natural disasters, acts of government, war, terrorism, labor disputes, utility failures, transportation disruptions, or supply chain shortages. The affected party shall promptly notify the other party of the force majeure event and use commercially reasonable efforts to resume performance as soon as practicable. If such delay continues for more than six (6) months, either party may terminate any affected services upon written notice.

Suspension; Termination

MTech may suspend performance or terminate Customer's rights under these Terms immediately upon written notice if Customer fails to make required payments, breaches any material obligation and fails to cure such breach within ten (10) days after notice, becomes insolvent, enters bankruptcy or receivership, makes an assignment for the benefit of creditors, or ceases business operations. Termination or expiration shall not relieve Customer of any payment obligations or other liabilities accrued prior to termination, and all provisions which by their nature should survive shall survive.

No Third-Party Beneficiaries

These Terms are for the sole benefit of MTech and Customer, and no other person or entity shall have any rights or remedies hereunder.

Assignment

Customer may not assign or transfer these Terms without the prior written consent of MTech, which shall not be unreasonably withheld.

Notices

All notices, requests, demands, claims, or other communications required or permitted under these Terms must be in writing and shall be deemed given only when sent by certified mail, return receipt requested, to the following address:

MTech Mobility, LLC
15827 Guild Court
Jupiter, Florida 33478

Customer is responsible for ensuring that any notice is properly delivered in accordance with this provision. Notices sent by any other method, including email, courier, or regular mail, shall not be deemed effective unless expressly acknowledged in writing by an authorized representative of MTech.

Order of Precedence; Conflicting Terms

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These Terms shall govern all purchases and use of the Services and shall prevail over any inconsistent, conflicting, or additional terms contained in any purchase order, acknowledgment, invoice, confirmation, or other document issued by Customer. Any terms proposed by Customer that are different from or in addition to these Terms are hereby rejected and shall be void and of no effect unless expressly agreed to in a written document signed by an authorized representative of MTech. Fulfillment of an order shall not be deemed acceptance of any conflicting terms, nor shall it modify or amend these Terms.

Governing Law; Venue

These Terms shall be governed exclusively by the laws of the State of Florida, without regard to its conflict-of-law principles. Any dispute arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Palm Beach County, Florida, and the parties irrevocably consent to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

MODIFICATION, SEVERABILITY AND HEADINGS.

These MTech Terms cannot be modified or amended by you in any way except in a written document issued by a duly authorized representative of MTech. The invalidity or unenforceability of any provision of these MTech Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these MTech Terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The section headings contained in these MTech Terms are for reference purposes only and shall not affect the meaning or interpretation of these MTech Terms.

Provisions which by their nature should survive termination, including but not limited to payment obligations, warranty disclaimers, limitations of liability, indemnification, intellectual property protections, confidentiality obligations, and governing law, shall survive.

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