

**WARNING:** It is a Federal AND State Offense to purchase any product or service by fraudulent means. Any and all Products and Services purchased through this web site shall not be used for any unlawful purpose and purchased only by lawful means.

Please read all of Lantronix Inc.'s, ("Lantronix Connectivity Services") Terms of Service carefully before ordering cellular phone SIM Cards, data, SMS, CSD and/or voice services (or other mobile network services) or billing services (collectively or singularly referred to as Product, or activating and/or using our website to place orders, make purchases, or utilize our services. By ordering, activating, or using the Service of the Lantronix Connectivity Services, you agree to be bound by the terms and conditions set forth below. Any use of, purchase through, this web site is expressly conditioned on your acceptance of all terms and conditions stated herein and any others that may be available on [www.Lantronix.com](http://www.Lantronix.com). **DO NOT USE THIS WEBSITE OR PURCHASE THROUGH LANTRONIX CONNECTIVITY SERVICES OR ITS WEBSITE** if you do not accept all the terms and conditions stated on this website.

**Use of Electronic Contract for Service and Sales.** All services, or products, purchased on or through Lantronix Connectivity Services and/or [www.lantronix.com](http://www.lantronix.com) are by electronic format contract that incorporates the below Terms. You, the customer, by virtue of purchase through this website or by any other means, agree to the use of Lantronix Connectivity Services electronic format contract and the terms therein on the date of your purchase(s). Lantronix shall make available your agreement in electronic format upon request. You may request access to these electronic records in either pdf or text formats. At all times, you retain the right to request and receive documents on paper upon request to Lantronix via e-mail at [legal@lantronix.com](mailto:legal@lantronix.com) (link sends e-mail) or by fax at +1 (949) 453-7132.

**Governing Law, Jurisdiction & Venue of Electronic Contract:** These Terms of Service and Sales shall be governed exclusively and construed in strict accordance with the laws of the State of California. You, the customer, by virtue of purchase through the Lantronix Connectivity Services website, agree to submit to exclusive jurisdiction and venue of the state and federal courts of Orange County, California and, expressly waive all defenses to personal jurisdiction without any consideration of conflict of law theories, case law or principles.

#### Terms of Service

1. Customer acknowledges the purchase of SIM Cards from Lantronix Connectivity Services allows the Customer to subsequently purchase network services from another supplier than Lantronix Connectivity Services on the SIM Cards purchased from Lantronix Connectivity Services. If a Customer chooses to use network services from Lantronix Connectivity Services, then these Terms & Conditions will be applicable in full.
2. The Customer agrees that, in the alternative, orders from Lantronix Connectivity Services may be placed by e- mail, fax, written order, or over the telephone, and that these terms and conditions apply to all sales of Lantronix Connectivity Services Products no matter what form of order is placed, be it directly through the website, or in conjunction with the website and through call-in or written orders.
3. The Customer expressly agrees that these Terms & Conditions constitute the entire agreement between Lantronix and the Customer. The Customer acknowledges that in entering into this agreement online or through the mobile app, it has not relied on, and shall have no right or

remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

4. Lantronix reserves the right, at its sole discretion, not to supply any Customer order. No Refunds on Products or Services Without Cause.
5. Lantronix Connectivity Services will not offer any refunds or reimbursements for the purchase price of a Product, Service, Service Plan or Product/Device without cause. Should Customers experience problems with their product or service they must first contact our Customer service at <https://www.lantronix.com/support/> (for Lantronix Connectivity Services service in the US and outside of the US, respectively) to determine the nature of problem or whether a refund is applicable. Lantronix reserves the right to determine whether a demand for refund is with or without cause

#### Prices, Payment and Delivery

6. Unless agreed otherwise, the Customer shall bear all costs of shipping products to the Customer, including any re-deliveries or correction to delivery address.
7. There is No Warranty of Product Delivery Date unless specifically agreed by Lantronix in Writing. Lantronix shall undertake best efforts to deliver its products and services within a timely manner. Customer acknowledges and agrees that certain events beyond Lantronix's reasonable control may exist at any given time. Should it come to the attention of Lantronix that such an event exists, Lantronix shall give reasonable notice of this issue to the Customer and forecast a reasonable delivery date based upon information and best judgment. Upon such notice, Customer hereby waives any claims to damages, pursuant to the Terms of Service and Sales. Lantronix Connectivity Services is not liable for any damages due to delay in delivering any Product supplied to the Customer by a third-party shipping service.
8. Unless otherwise agreed in writing, the prices and time period for the Products will be as advertised and found on [www.Lantronix.com](http://www.Lantronix.com) or on any site owned by Lantronix Inc. Customer agrees that such listed prices are exclusive of delivery costs, any banking charges attributable to the customer, sales tax and any other applicable taxes.
9. Unless otherwise agreed in writing, payments by the Customer will be made:
  - a. For physical SIM Cards (including commissioning costs) paid for in advance of delivery.
  - b. For 'bundled charges' including monthly line rental on SIM Cards and billing services – as agreed with the customer, either; billed in advance of the applicable month with payment prior to the beginning of the applicable period, or; billed at the beginning of the period, on a 30 day payment period.
  - c. For Connection or Data traffic usage or over usage – billed in arrears with a 30-day payment period. If additional charges from the networks are received for a period that has already been billed, the SIM usage report will be re-issued, and the customer invoiced the difference. The Customer may be required to keep sufficient credit on their account to cover future usage.

10. The Customer is responsible for paying all charges posted to its account, including but not limited to, signup fee, activation fee, monthly service fee, usage charges, advanced feature charges, Device charges, shipping and handling, taxes, charges incurred by the Customer's customers and others. Charges, including disputed amounts, must be paid by the date shown on the invoice. Lantronix Connectivity Services calculates all rates at a minimum of one Kilobyte (KB) depending upon the network, commencing upon the first use of any services being provided. Lantronix Connectivity Services reserves the right to bill at higher increments. Customer agrees that (a) it would be impractical to determine the exact amount of Lantronix Inc.'s damages if you fail to pay promptly, and (b) in the event of such failure, Customer shall pay Lantronix Connectivity Services the amount due plus liquidated damages of one and one-half percent (1.5%) per month (or any portion thereof) of any amount unpaid when due. Liquidated damages shall be eliminated or reduced to the extent permitted by applicable law. If Lantronix Connectivity Services accepts late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of Lantronix Inc.'s rights hereunder nor will it constitute an accord or satisfaction.
11. Customer furthermore agrees to pay all charges for Products provided to the Customer including, but not limited to, the payment of all charges for a SIM Card until the SIM Card has been terminated with 30day notice or the contract period has completed (whichever is later), regardless of whether charges were incurred by the Customer or a third-party or as a result of misuse or fraudulent activity.
12. If the Customer disputes any item in an invoice within 30 days, and the invoice or part thereof is subsequently found to be incorrect by Lantronix Connectivity Services, then Lantronix Connectivity Services may credit the customer within 10 business days. Customer agrees that no disputed invoices older than 30 days will be accepted for review by Lantronix Connectivity Services.
13. All payments must be made directly to a designated Lantronix Connectivity Services bank via online bank transfer, fast payment, BACS, CHAPS or international bank transfer. Lantronix Connectivity Services reserves the right to charge a \$60 administration charge for monies received in any other form. If any payments due are not received and cleared in Lantronix Inc.'s bank account within the agreed payment terms as above, Lantronix Connectivity Services reserves the right to charge interest charges of 1.5% per month. These charges will be calculated daily and at Lantronix Inc.'s discretion may include interest on interest charges. Late payment invoices may be sent once a week and in such an event may incur a \$60 administration charge, at Lantronix Inc.'s discretion.
14. Customer agrees that if he/she/it incurs any past-due unpaid balances, Lantronix Connectivity Services reserves the right to employ a third-party credit recovery agency to recover monies due. Lantronix Connectivity Services is not liable for any detrimental effect (financial or otherwise) if action by the credit recovery agency affects the Customer's credit rating and/or financial position. Furthermore, the costs, including any legal costs and court fees, incurred in the collection of any overdue payments will be paid by the Customer.
15. In the event any SIMs incur costs or usage that exceed the expected level of consumer use, Lantronix Connectivity Services reserves the right to invoice for these charges separately and the Customer must pay these charges in full within 7 days of the date of the invoice.
16. For amounts due older than 14 calendar days on an ordered Product or Service, Lantronix Connectivity Services reserves the right without notice to terminate ALL Products on the Customer's account and charge a re-connection charge of \$50 per SIM Card for reconnection and other administration charges that may be incurred.

17. In the event of a significant increase in charges or minimum charges by a supplier or mobile network on Products provided by Lantronix Inc., Lantronix Connectivity Services reserves the right, with 30 day notice, to change its prices for services for that Product. In this eventuality the Customer has a right of termination as set out in clause 42 and 43. Lantronix Connectivity Services may change the charges of specific networks or remove or add any networks at any time without notice so long as this does not materially increase the overall cost or quality of the Product to the Customer.
18. All state and federal sales taxes will be strictly the responsibility of the Customer. If a Customer of Lantronix Connectivity Services resells the Products or includes them within his/her/its own customer services and offers them independent of a direct consumer use, you (the Customer) must collect the appropriate sales taxes from your customers. If you are not reselling the Products, it is your responsibility to inform us and to pay the sales taxes to Lantronix Connectivity Services. Lantronix Connectivity Services reserves the right to charge sales taxes or historic sales taxes to any customer where the appropriate form has not been provided to Lantronix Inc., in which it is confirmed that you are paying all relevant sales taxes.

#### Customer Obligations

20. The Customer is responsible for ensuring that any hardware equipment, or software application running on that equipment, that uses a Product provided by Lantronix Connectivity Services complies with any and all requirements of all GSM networks and will not cause any damage or interruption to any mobile phone network. The customer accepts all liabilities for damage or interruption to any mobile phone network caused as a direct result of the hardware equipment or software application running on that equipment. If the Customer is unsure whether the equipment or software being used may cause any damage to a mobile phone network, the customer may request Lantronix Connectivity Services to gain approval prior to use. Whether approval is sought is at the sole discretion of Lantronix Inc.
21. The Customer shall ensure that neither the Customer Content nor the Customer Data or its supply to or use by any End-user pursuant to these Terms & Conditions shall infringe the rights of any third parties or any laws or Regulations (including, without limitation, the European Community Data Protection Directive (95/46/EC), the Directive on Privacy and Electronic Communications (2002/58/EC), the European Community Electronic Commerce Directive (00/31/EC) and the European Community Distance Selling Directive (97/7/EC), and any national implementations thereof, in any country where any message is originated, delivered or in respect of which any of service provided by the Product are performed.
22. The Customer agrees to comply with reasonable instructions as Lantronix Connectivity Services may require as a part of sale and use of its Products and Services from time to time to notify the Customer in regard to using the Product. However, even without such instructions, the Customer expressly agrees that he/she/it will not breach any laws, standards or codes, including but not limited to SIM Boxing, or infringe a third party's rights, or breach any content requirements or codes stipulated by any relevant authority. Furthermore, the Customer shall refrain, and prevent others, from using the Product for any purpose other than that intended by the relevant telecommunications operator, in any way whatsoever, including "annoyance",

“spamming” or any other form of harassment, creating, or having third parties create, connections with buy lines (090x numbers) on a large scale or committing criminal offences or use the Product in a way which interferes with other users or harasses or restricts any other user from using or enjoying the Hosting MNO Network or the internet. Customer expressly agrees that he/she/it shall be liable for any damage, costs or usage (at standard overuse rates or rates charged by the network to Lantronix Connectivity Services – whichever is the higher), arising as a result of unlawful or fraudulent use of the Product, regardless as to whether the Customer was aware of such use or not. Fraudulent use includes, but is not limited to, using the SIM in a way that was not agreed with Lantronix Connectivity Services, including via satellite modem, WAP, voice, SMS, USSD and use of an APN which was not provided by and agreed with Lantronix Connectivity Services. Fraudulent use can only be prevented by cancelling the SIM off the network. Once a SIM is registered on the network (SIMs are registered on the network prior to delivery to customer) there may be some services that are impossible to block. Therefore, whilst Lantronix Connectivity Services will endeavor to ensure that all services are blocked when requested, use of any services apart from those agreed with Lantronix Connectivity Services will be deemed to be fraudulent use.

23. The Hosting MVNO or MNO, as a supplier of Lantronix Connectivity Services, has an independent right to claim for damages suffered as a result of the Customer’s failure to comply with Sections 28 & 29 and Customer expressly waives all defenses to jurisdiction and venue of such a claim.
24. To the extent that Lantronix Connectivity Services makes the Customer aware or the Customer becomes aware of any company that provides Products to Lantronix Connectivity Services then the Customer hereby agrees and warrants not to make contact with such company (for example a national mobile network) without Lantronix Connectivity Services’ consent and accordingly there will be a non-circumvention obligation in that regard. It is understood and agreed by the Customer that money damages would not be a sufficient remedy for any breach of this clause and that the Lantronix Connectivity Services shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach and the Customer further agrees to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for the breach of this clause but shall be in addition to all other remedies available at law or equity to the Lantronix Connectivity Services. The Customer will also ensure that its customers or users will abide with this clause.
25. International Security. Customer represents, warrants and covenants that Customer: (a) is compliant in all respects relevant to this Agreement with all applicable sanction or embargo laws and regulations in effect from time to time, including trade and economic sanctions maintained by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”), and any other enabling legislation or government order relating thereto (collectively “Sanction Laws”); (b) is not listed on, or owned or controlled by an entity or person on, the U.S. Department of Treasury list of Specially Designated Nationals or any similar list in place in any jurisdiction where Customer is conducting business; (c) is not located in or organized under the laws of a country subject to U.S. or E.U. trade embargo (collectively, “Restricted Persons”); (d) will take all such steps as prudent to ensure that it will not provide Product to Restricted Persons; and (e) will not use the Product, or allow them to be used, for any purposes prohibited by applicable Sanction Laws, including nuclear, chemical, or biological weapons proliferation, or development of missile technology. Notwithstanding any other provision in this Agreement,

Lantronix Inc. reserves the right to terminate this Agreement immediately upon written notice to the Customer if Lantronix Inc. reasonably determines that Customer is not in compliance with this Paragraph 24 or that its actions are causing Lantronix Inc. to be exposed to prosecution or liability for violation of Sanction Laws.

26. In order to preserve the integrity of the network, Lantronix Connectivity Services reserves the right to request the Customer to change the firmware of their device so that it does not stop and start authentication requests and/or data session requests (including retries) more than on average 30 times per hour over any consecutive 12 hour period. If requested, the firmware change needs to be completed within 5 working days otherwise Lantronix Connectivity Services has the right to immediately without notice cease the use of that SIM card and Lantronix Connectivity Services will not be responsible for any consequential or other costs as a result of the SIM's cessation.

#### Customer Disclosure

27. The Customer agrees to:

- a. the disclosure to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's performance in meeting its obligations under these Terms & Conditions
- b. any disclosure as may be permitted by Lantronix Inc.'s Data Protection Act Registration and Data Protection Act or under U.S. law and Regulation.
- c. any disclosure required as a result of any order of any court of competent jurisdiction or by statutory authority.

#### Compliance, Warranties & Liability

28. **EXPORT CONTROL LAWS.** The export and re-export of Products/materials of this website are controlled by the export laws and regulations of the United States, as they may be amended from time to time. Accordingly, you certify that you are aware of and will comply with all applicable export rules and regulations, including the responsibility to obtain a license for the export or re-export of the Materials to any destination requiring such a license. In addition, the Materials may not be exported or re-exported to Cuba, Iran, Iraq, Libya, Sudan, the Talibancontrolled regions of Afghanistan or to any other country to which the United States prohibits the export of goods, technology or services or to nationals of those countries, wherever located. Moreover, neither the Software nor Materials may be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals maintained by the U.S. government. By downloading the Software and/or Materials you are certifying that you are not a national of one of the above-listed countries or of any other country to which the United States embargoes goods, services or technology and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.
29. **LANTRONIX CONNECTIVITY SERVICES AND CALEA COMPLIANCE.** Be advised that should a request come from governmental or law enforcement agencies, with the authority to require Lantronix Connectivity Services to report information related to your services, or,

should law enforcement request this information or access pursuant to CALEA or the Patriot Act, Lantronix Connectivity Services shall be obligated to cooperate and disclose this information in accord

with the laws of the United States of America and the State of California.

30. **INAPPROPRIATE USE AND/OR CONDUCT AS CAUSE FOR TERMINATION OR BREACH OF AGREEMENTS.** Customer agrees to use the Service and/or Device for lawful purposes only. Customer shall not use, or allow any third (3<sup>rd</sup>) parties to use the Service or the Device in any way that is unlawful, harmful, threatening, libelous, deceptive, fraudulent, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, discriminatory, or other objectionable material of any kind, including, without limitation, material that encourages unlawful conduct. If Lantronix Connectivity Services believes, at its sole discretion, that a customer has engaged in any of the foregoing conduct, Lantronix Connectivity Services reserves the right to (i) immediately suspend or terminate your Service; and/or (ii) forward the offensive materials, your communications with Lantronix Connectivity Services, and your identity and other personal information to the proper authorities for investigation and prosecution. The Customer consents to the forwarding of any such communications and information to these authorities or law enforcement. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service.
31. **INAPPROPRIATE CONTENT.** Customer, and if applicable its resellers, sub-customers and their sub-clients, will be solely liable for any and all liability that may arise out of the content transmitted to any person, whether authorized or unauthorized, using your Service or Device. Customer shall assure that the use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. Lantronix Connectivity Services reserves the right to terminate or suspend your Service and remove your content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action, or inaction, under this Section will not constitute any review or approval of your use or content.
32. **NO WARRANTIES ON PRODUCTS OR SERVICE. LANTRONIX CONNECTIVITY SERVICES DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SERVICES OR DEVICE, ANY TRANSACTION PERFORMED THROUGH THE SERVICES OR ON THE INTERNET GENERALLY, OR AS TO THE QUALITY OF THE CALL OR CONNECTION. LANTRONIX CONNECTIVITY SERVICES SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION, USE OF THE PRODUCTS, SERVICE AND/OR DEVICE.**

- LANTRONIX CONNECTIVITY SERVICES DOES NOT WARRANT THAT THE PRODUCTS, SERVICE AND/OR DEVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE WITHOUT FAILURE, PACKET LOSS, DEGRADATION OR INTERRUPTION NOR DOES LANTRONIX CONNECTIVITY SERVICES WARRANT ANY CONNECTION TO OR ANY TRANSMISSION OVER THE INTERNET OR THAT ANY DEFECTS IN THE SERVICES OR MATERIALS WILL BE CORRECTED. NEITHER LANTRONIX CONNECTIVITY SERVICES NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES, DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF LANTRONIX CONNECTIVITY SERVICES'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY LANTRONIX CONNECTIVITY SERVICES OR OUR AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.
33. EXPRESSED LIMITATION OF LIABILITY. IN NO EVENT WILL LANTRONIX CONNECTIVITY SERVICES BE LIABLE TO THE CUSTOMER FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS, DATA OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR MATERIALS, OR ANY TRANSACTIONS PROVIDED ON THE SERVICE OR DOWNLOADED OR HYPERLINKED FROM THE SITE, EVEN IF LANTRONIX CONNECTIVITY SERVICES OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH, OR HYPERLINKED FROM, THE SITE.
34. MOBILE APPLICATION LIMIT OF LIABILITY. Under no circumstances shall Lantronix



#### Connectivity

Services Partners, Suppliers or Licensors be liable for any Indirect, Incidental, Consequential, Special or Exemplary Damages arising out of or in connection with the customers Access or Use or inability to Access or Use the F2M Alerts Application and any Third Party content and services. Whether or not the damages were foreseeable and whether or not Lantronix Connectivity Services was advised of the possibility of such damages. Without limiting the generality of the foregoing Clauses on Liability.

35. **INDEMNIFICATION.** The Customer agrees to indemnify, defend and hold Lantronix Connectivity Services, its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third party information providers to the Site, Services or Devices from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from Customer's use of any Services or Devices, including, without limitation, 911 Dialing, or any violation of this Agreement by Customer. The provisions of this paragraph are for the benefit of Lantronix Connectivity Services and its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third-party information providers to the Site, Services or Materials. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against Customer on its own behalf.

#### General Terms Applicable to All Sales to Customer

36. **FORCE MAJEURE** Lantronix Connectivity Services shall not be liable for any failure or delay in performing an obligation or service under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omission, laws or regulations, labor strikes or difficulties, computer viruses, war, domestic or international acts of terrorism, transportation stoppages or slowdowns or the inability to procure content, information, service, carriers, product, software, or demonstrations that flow from Force Majeure events. If any of these causes continue to prevent or delay performance for more than 180 days, you may terminate this Agreement, effective immediately upon notice to Lantronix Connectivity Services.
37. **COPYRIGHT AND TRADEMARK NOTICE.** All corporate names, service marks, logos, trade names, trademarks, websites and domain names of LANTRONIX CONNECTIVITY SERVICES / Lantronix Inc. (collectively "Marks") are and shall remain the exclusive property of LANTRONIX CONNECTIVITY SERVICES and nothing in this agreement shall grant Customer or any Third party the license to use such Marks. All Services, Software and Materials found at this Website are protected under U.S. Copyright, or, by and through other intellectual property laws. Any commercial use of the Services Software, and Materials found on the Website is strictly prohibited, without the express, prior, written consent of LANTRONIX CONNECTIVITY SERVICES. Any reproduction or redistribution of the Services and/or Materials not in accordance with the terms set forth herein is expressly prohibited by law, and may result in severe civil and criminal penalties. You may view, copy, and print pages from the Website only (1) for personal use, provided that you maintain all copyright, trademark, and other proprietary rights or notices, (2) as a personal shopping resource, (3) for communicating

with LANTRONIX CONNECTIVITY SERVICES about a company product or service, or (4) for placing an order or opening an account with LANTRONIX CONNECTIVITY SERVICES. You expressly agree by your purchase through and use of this site that you will not otherwise broadcast, download, modify, make available to the public, post, reproduce, sell, store, or transmit content from the Website without the prior written approval of LANTRONIX CONNECTIVITY SERVICES. LANTRONIX CONNECTIVITY SERVICES observe U.S. copyright laws, including the Digital Millennium Copyright Act of 1998 in the governance of this site and its rights thereunder.

38. **CONTACT INFORMATION:** Any and all claims you think you may have against LANTRONIX CONNECTIVITY SERVICES shall be sent to LANTRONIX CONNECTIVITY SERVICES, in writing, at the following address. In the event you need to contact LANTRONIX CONNECTIVITY SERVICES for any purpose, including but not limited to copyright or trademark infringement claims, you may Connection or send written notice of such claims to the address below. Lantronix, Inc., 7535 Irvine Center Drive, Suite 100, Irvine, California 92618, U.S.A Tel: [+1 \(800\) 526-8766](tel:+18005268766); Tel: +1 (949) 453-3990; Fax: +1 (949) 453-3995 Attn: LEGAL
39. **ARBITRATION AND LITIGATION:** Any legal controversy or legal claim arising out of or relating to the Terms of Use, Terms of Service, or use of the Website, excluding legal action taken by LANTRONIX CONNECTIVITY SERVICES, shall be settled in a court of competent jurisdiction in San Francisco County, California. The federal and state courts of San Francisco County, California shall have exclusive jurisdiction over and venue of any suit arising out of the Terms of Service, Terms of Use, or use of the website, so long as the claim is for less than fifteen thousand dollars (\$15,000). Any controversy or claim in excess of fifteen thousand dollars (\$15,000) shall be arbitrated pursuant to the rules and procedure of the American Arbitration Association under their Rules and Procedures for Commercial Claims in San Francisco County, California and judgment on the arbitration award may be entered into any court having jurisdiction thereof so long as Arbitration is not prohibited by federal law and regulation. LANTRONIX CONNECTIVITY SERVICES may seek any interim or preliminary relief from a court of competent jurisdiction in San Francisco County, California necessary to protect its rights pending the completion arbitration. LANTRONIX CONNECTIVITY SERVICES reserves the sole and exclusive rights to exercise its intellectual property rights under trademark or copyright in the federal district courts of the Southern Federal District of California. Customer agrees not to file a cause of action contrary to this arbitration provision. LANTRONIX CONNECTIVITY SERVICES may recover our reasonable attorney fees and costs from you. You shall file any claim, whether an arbitration claim or not, within six (6) months after such claim or cause of action arose or it shall be forever barred. Notwithstanding anything else to the contrary in the Terms of Use or Terms of Service, LANTRONIX CONNECTIVITY SERVICES shall always have, and retains the right to, pursue legal action of any kind or nature whatsoever in any appropriate jurisdiction in order to protect its interests. **NO THIRD-PARTY BENEFICIARIES:** LANTRONIX CONNECTIVITY SERVICES and the Customer intend these Terms and this electronic format contract to be solely between themselves and these Terms are not intended for the benefit of any third-party or third-party beneficiary of the services, materials, or products sold by and through this website.
40. **NO ASSIGNMENTS BY CUSTOMER, WAIVER OF AUTOMATIC STAY IN BANKRUPTCY:** Customer agrees to not assign its purchases or rights and obligations contained herein without LANTRONIX CONNECTIVITY SERVICES'S prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective. Customer waives its

right to an automatic stay in federal or state bankruptcy on amounts owed or payments made by and through this website in the consecutive six (6) months prior to petitioning for any form of bankruptcy protection, or alternatively any action by the Customer for the assignment for the benefit of creditors.

41. **MODIFICATION:** LANTRONIX CONNECTIVITY SERVICES shall reserve the right to change our Terms of Service and Sales, including our plans and pricing, from time to time. We shall reserve the right to modify or cancel our service or your account or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of the Terms of Service. Refer to our website, [www.Lantronix.com](http://www.Lantronix.com) (the “Website”) for the most recent pricing and an updated copy of Terms of Service.
42. **ENTIRE AGREEMENT AND SEVERABILITY OF ELECTRONIC CONTRACT:** These Terms of Service and Sales shall represent the entire agreement and understanding of you and LANTRONIX CONNECTIVITY SERVICES regarding any purchase through the website and products and services sold therein. These Terms of Service and Sales supersede all other representations, whether electronically written, or verbal on the day of purchase. In the event the Terms of Service and Sales are inconsistent with any document referenced herein or by any other agreement with LANTRONIX CONNECTIVITY SERVICES related to the purchases made on this website, the Terms of Service and Sales shall control unless LANTRONIX CONNECTIVITY SERVICES has expressly stated otherwise in writing. In the event that a court of competent jurisdiction determines, in a final non-appealable judgment, that any provision of the Terms of Use is invalid, illegal, or otherwise unenforceable, such provision will be deleted and the remainder of the Terms of Use will remain in full force and effect and shall be enforced as nearly as possible in accordance with the stated intention of the parties.
43. **SERVICE SUSPENSION & TERMINATION:** Either party may terminate this agreement
  - a. in the event the other has failed to perform any material obligation required to be performed under these Terms & Conditions and such failure is not corrected with thirty (30) days from receipt of written notice advising of such failure from the other party
  - b. by either party in the event that the other party (being a company) enters into liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), enters into a voluntary arrangement with its creditors, has a receiver, administrative receiver or administrator of all or any of its undertakings or assets appointed, or is deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts or (if an individual) presents or has presented against him a bankruptcy petition or shall suffer anything analogous to these matters to occur to him or it.
44. The Customer may terminate this agreement after a period of 30 days in the event of a significant change in price as described in clause 17.
45. Lantronix Connectivity Services may, at any time, immediately suspend all or part of the Product it provides until further notice without incurring any liability:
  - a. if it is obliged to comply with an order, instruction or request of Government, or emergency services organization, or other competent administrative authority; or
  - b. needed in order to carry out work related to exceptional upgrading or maintenance of its facilities where those facilities must cease operation; or
  - c. in order to prevent damage or degradation of Lantronix Inc.’s contracting party’s network integrity which may be caused by whichever reason; or

- d. for use of Product and Services that Lantronix Connectivity Services deems, at its sole reasonable discretion, may be illegal; or
- e. in order to protect Lantronix Inc., at its sole discretion, from legal liability which relates to a breach of obligation and/or warranties by Customer; or
- f. if any SIM Cards have demonstrated, or incurred a level of usage either in the amount and number of transmissions or costs, that exceeds the expected level of a consumer user; or
- g. in case of notifications or signs of fraud or abuse of service from suppliers or others; or
- h. the services of one or more of the Network Operators upon which the provision of the Product hereunder is dependent suspends its provision of those services to Lantronix Connectivity Services under the terms of its or their relevant agreement(s) with Lantronix Inc.; or
- i. if payments have not been made in accordance with these Terms & Conditions.
- j. by Lantronix Inc. by immediate notice in the event that the Customer is in material breach of its obligations under Clause 19, 20, 21, 24, 25 or 27 above.

These Terms are effective as of 5th November 2020. Lantronix Inc. reserves the sole and exclusive right to modify these Terms of Service and Sales at any time. Any modifications to these Terms shall carry an updated effective date and apply to all purchases as of that date. Terms applicable for purchases shall apply on the date of orders by the Customer to Lantronix Connectivity Services through the website or by e-mail confirmation.