

MASTER TERMS AND CONDITIONS

- 1. Subscription Units, EpicVue Services, and DIRECTV Service.** Each subscription unit ("Unit") shall consist of one DIRECTV AEP Box (including related DIRECTV software), keyboard, mouse, and access and use of EpicVue's services, platform, applications and software ("EpicVue Services") pursuant to the terms herein. EpicVue agrees to provide Units pursuant to Unit Order Certificates entered into from time to time among EpicVue and the Customer identified therein (each an "Agreement"), meaning all such Customers jointly and severally if more than one ("Customer", "you", "your"). The words "we", "us" and "our" refer to EpicVue. Additionally, DIRECTV, LLC ("DIRECTV") and Customer will enter into one or more DIRECTV Trucking Fleet Programming Agreements (each, a "DIRECTV Agreement") pursuant to which DIRECTV agrees to provide certain satellite entertainment services to Customer for use with the Units ("DIRECTV Services"), which DIRECTV Services are set forth in the DIRECTV Agreement. Each Unit Order Certificate incorporates by reference these Master Terms and Conditions. Each Unit Order Certificate (incorporating these Terms and Conditions) shall evidence and constitute a separate and independent contract for the use by Customer of the Units identified therein. Each Unit Order Certificate shall set forth the identity of the Units, the Term of the Agreement in question, the amount of the applicable Upfront Equipment and Monthly Fees and such other matters relating to the transaction in question as the parties shall agree to. Upon receipt of a properly executed Unit Order Certificate and related DIRECTV Agreement, and payment of any required upfront equipment costs, EpicVue shall cause the applicable number of Units to be shipped to Customer. Many factors affect the availability, cost and quality of DIRECTV equipment, programming and related services including, among others, programming and other costs, equipment maintenance costs, consumer demand, supply chain, market and shareholder expectations, and changing business conditions. The DIRECTV Services must be provided by Customer on a free-to-guest basis and may only be provided within the truck sleeper compartments of Customer's commercial trucking fleets. Pursuant to the DIRECTV Agreement, DIRECTV has the unrestricted right to change, rearrange, add or delete the programming packages, the selections in those packages, and any other terms pertaining to the DIRECTV Services. If at any time DIRECTV increases or decreases the "DIRECTV Fees" (defined below), then EpicVue may also increase or decrease, as applicable, the Monthly Fee, dollar for dollar, by giving notice to Customer and Customer shall pay such changed amount.
- 2. EpicVue Services, Right to Use, Customer Responsibilities, Use Restrictions, Suspension, Ownership; Right to Use:** Subject to the terms and conditions of the Agreement, EpicVue grants to Customer a worldwide, limited, non-exclusive, non-transferable right and license during the Term, solely for its and its Affiliates' and Employees' internal business purposes, and in accordance with these Master Terms and Conditions, to: (a) access and use the EpicVue Services; and (b) permit its authorized Employees to access and use the EpicVue Services. Customer will ensure that its Affiliates and all Employees using the EpicVue Services pursuant to the Agreement comply with all of Customer's obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. **Customer Responsibilities:** As it relates to this section, Customer, its Affiliates and Employees shall collectively mean "Users". Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for use of the EpicVue Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the EpicVue Services and Content, and notify EpicVue promptly of any such unauthorized access or use, and (d) use the EpicVue Services, including the DIRECTV Services and other third-party content only in accordance with this Agreement, this Section 2, and applicable laws and government regulations, including 17 U.S. Code § 119 (and, upon request by EpicVue or DIRECTV, provide any statutory required documentation). **Use Restrictions:** Customer shall not, and shall not permit Users or others under its control to do any of the following with respect to the EpicVue Services: (a) make any EpicVue Service or third-party content available to anyone other than Customer or Users, or use any EpicVue Service or third-party content for the benefit of anyone other than Customer or its Users, unless expressly stated otherwise in a Unit Order Certificate; (b) sell, resell, license, sub-license, rent, lease, transfer, distribute, or otherwise make any portion of the EpicVue Services available for access by third parties except as otherwise expressly provided in the Agreement; (c) access or use the EpicVue Services for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with EpicVue or the EpicVue Services, or (ii) allowing access to the EpicVue Services by a direct competitor of EpicVue or DIRECTV; (d) reverse engineer, decompile, disassemble, or copy any of the EpicVue Services or technologies, or otherwise attempt to derive source code or other trade secrets or create any derivative works from or about any of the EpicVue Services or technologies, or use algorithm output generated from the EpicVue Services to train, calibrate, or validate, in whole or in part, any other systems, programs or platforms, or for benchmarking, software-development, or other competitive purposes, except pursuant to Customer's non-waivable rights under applicable law, without EpicVue's prior written consent, or modify, copy, or create derivative works of the EpicVue Services or any application, part, feature, function or user interface thereof; (e) use the EpicVue Services in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; (ii) effects or facilitates the storage or transmission of infringing, libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, obscene, or in violation of third-party privacy rights; or (iii) interfere with or disrupt the integrity or performance of any EpicVue Services, DIRECTV Services, or third-party data contained therein; or (f) use the EpicVue Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other malicious code or programs. **Suspension:** EpicVue may suspend any access to or use of the EpicVue Services or remove or disable any User that EpicVue reasonably and in good faith believes violates this Section 2. Further, any use of the EpicVue Services in breach of the Customer Responsibilities or Use Restrictions by Customer or Users that in EpicVue's judgment threatens the security, integrity or availability of the EpicVue Services, may result in EpicVue's immediate suspension of the EpicVue Services, however EpicVue will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. **Ownership:** EpicVue, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, trade secret, and other intellectual property or other rights in and to the EpicVue Services, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto (including any machine learning algorithms output from the EpicVue Services) and/or provided hereunder. Customer agrees that EpicVue shall own all right, title, and interest in any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the use or operation of the EpicVue Services.
- 3. Monthly Fee, Payment:** The "Monthly Fee" is the dollar amount per month per Unit, as set forth on the applicable Unit Order Certificate, multiplied by the number of Units on each Unit Order Certificate, as it may be increased or decreased by changes to DIRECTV Fees as provided herein, plus applicable taxes. The Monthly Fee as set forth on the applicable Unit Order Certificate consists of the sum of (i) the monthly cost for access to and use of the EpicVue Services ("EpicVue Fees"), and (ii) the monthly cost of the DIRECTV Services selected by Customer in the DIRECTV Agreement ("DIRECTV Fees") in effect from time to time. You agree to pay us the Monthly Fee specified in the applicable Unit Order Certificate (each a "Payment") for each month during the Term and all other amounts that become due from time to time under this Agreement. The Monthly Fee is due and payable by Customer on the same day of each month during the Term as the Payment Commencement Date, beginning with the Payment Commencement Date as specified by us in our sole discretion (e.g., if the Payment Commencement Date is April 1st, the Monthly Fee will be due and payable on the 1st day of each month during the Term). If the date any payment is due is not a business day, the applicable Monthly fee shall be payable on the immediately following business day. Each Monthly Fee shall be due and payable whether or not Customer receives an invoice therefor. The Monthly Fee, together with any and all other amounts due or to become due hereunder ("Additional Fees"), are sometimes collectively referred to herein as "Fees". Unless otherwise agreed, you agree to pay all Fees pursuant to a form authorizing us to make ACH debits from a bank account maintained by you pursuant to a form entered into by you contemporaneously with you entering into each Order Certificate and you agree to maintain such authorization in place at all times during the Term. Any restrictive endorsement on any check you give us in payment of any amount due hereunder shall be void. All amounts received from you under this Agreement shall be applied to amounts owed by you hereunder as we determine in our sole discretion.
- 4. Collection Charges:** Whenever any amount due under this Agreement is not made when due, you will upon our demand pay us the following, or if less, the maximum allowed by applicable law: (a) a late charge equal to the greater of 10% of such amount or \$25, and (b) a charge of \$30 for each check returned or ACH debit not honored for any reason and (c) if we have had to perform collection activities in connection with such late payment, our specified collection charges then in effect for such activities. The foregoing will not be construed as interest but as reimbursement to us to cover administrative and overhead expenses related to the processing and collection of the late amount.
- 5. Third-Party Services:** EpicVue may make available to Customer third-party applications, products or services, including, for example, Non-EpicVue applications and other third-party services ("Non-EpicVue Services"). Customer acknowledges that the Third-Party provider owns the Non-EpicVue Services, including all corresponding intellectual property rights, and Customer is responsible for obtaining any required license to use the Non-EpicVue Services. Any acquisition or use by Customer of such Non-EpicVue Services, and any exchange of data between Customer and any Non-EpicVue provider, product or service is solely between Customer and the applicable Non-EpicVue provider. EpicVue does not warrant, support, or assume liability or other obligation with respect to such Non-EpicVue Services, unless expressly provided otherwise in a Unit Order Certificate. EpicVue is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-EpicVue Services or its Third-Party provider. In the event Customer chooses to use or integrate third-party Non-EpicVue Services with EpicVue Services in a manner that requires EpicVue or the EpicVue Services to exchange customer data or information with such Non-EpicVue Service or Third-Party provider, Customer: (a) grants EpicVue permission to allow the Non-EpicVue Service and Third-Party provider to access customer data and information, including Customer's usage of the Non-EpicVue Services as appropriate and necessary to enable the interoperability of that

Non-EpicVue Service with the EpicVue Services; (b) acknowledges that any exchange of data between Customer and any Non-EpicVue Service is solely between Customer and the Third-Party provider and is subject to the Third-Party provider's terms and conditions governing the use and provision of such Non-EpicVue Service; and (c) agrees that EpicVue is not responsible for any disclosure, modification or deletion of Customer Data resulting from access to such data by Non-EpicVue Services and Third-Party providers.

6. **Customer Data:** Customer Data means any content, materials, data and information that Customer or its Users provide to EpicVue or the EpicVue Services, including, but not limited to, any Customer or User personal data and information, and information relating to Customer or a User's use of the EpicVue Services. EpicVue will use commercially reasonable industry standard security technologies in providing the EpicVue Services. EpicVue has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure. Customer Data processed using the EpicVue Services is and will remain, as between Customer and EpicVue, owned by Customer. Customer hereby grants EpicVue the right to process, transmit, store, and disclose Customer Data in order to provide the EpicVue Services to Customer, solely in accordance with the Agreement and this Section 6. EpicVue may track, collect, and use data, information, or insights generated or derived from Customer's or User's use of the EpicVue Services ("Usage Data") for its internal business purposes, including industry analysis, benchmarking, analytics, developing, training, and improving its products and services. Customer grants EpicVue a worldwide, limited, non-exclusive, non-transferable right and license to track, collect, and use the Usage Data. Upon Customer's request, EpicVue shall share with Customer the Usage Data of Customer and its Users. Further, Customer grants to EpicVue a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the use or operation of the EpicVue Services.
7. **Warranties and Limitation of Liability; Non-Cancelable Agreement:** EXCEPT AS SET FORTH BELOW IN SECTION 9, EPICVUE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE UNITS, INCLUDING THE EPICVUE SERVICES. DURING THE TERM THE EPICVUE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY, EXCEPT AS SET FORTH BELOW IN SECTION 9. WE WILL HAVE NO LIABILITY BY REASON OF ANY ACT OR OMISSION RELATING TO THE UNITS OR THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE OF THE UNITS OR EPICVUE SERVICES, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUE OR LOST PROFITS. EXCEPT AS PROVIDED IN SECTION 9 BELOW, EPICVUE SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY CLAIM, LOSS OR DAMAGE ("LOSS") DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY ARISING FROM, CONNECTED WITH OR CAUSED BY, ANY UNIT, THE INSTALLATION OF ANY UNIT, USE OF THE UNIT OR EPICVUE SERVICES, ANY AGREEMENT OR ANY DIRECTV SERVICES, BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, BY ANY INCIDENT WHATSOEVER IN CONNECTION THEREWITH (INCLUDING, WITHOUT LIMITATION, A VEHICULAR ACCIDENT OF ANY TYPE INVOLVING ANY TRUCK IN WHICH A UNIT IS INSTALLED (A "TRUCK ACCIDENT")), ARISING IN CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DIRECTV AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EPICVUE'S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE EPICVUE SERVICES OR EPICVUE PLATFORM SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR USING THE EPICVUE SERVICES.
8. **Inspection; Use; Installation:** Within seven (7) days after your receipt of the Units, you shall (i) inspect the Units and (ii) notify EpicVue if any of the Units are missing or damaged in shipping. You are, at your expense, responsible for the installation and, when applicable, de-installation of the Units and activation of the DIRECTV Services and EpicVue Services. Notwithstanding anything to the contrary set forth herein or any verbal, written or other instructions or assurances, you shall be responsible for, and EpicVue shall not have any liability with respect to, any Loss resulting, directly or indirectly, from the installation of the Units. You agree that the Units will be used solely for business or commercial purposes. You will not alter, modify or make additions or improvements to the Units, including the EpicVue Services, without EpicVue's prior written consent. Any additions to the Units, including the EpicVue Services, shall become EpicVue's property.
9. **Warranties:** For one (1) year after the Unit(s) are delivered to Customer, EpicVue warrants the replacement of any defective Unit or portion thereof. EpicVue's warranty procedures require prompt notice of any defect and your participation in any verbal troubleshooting a problem with EpicVue's representatives. If the problem is not resolved, EpicVue will ship a replacement Unit or component thereof to you for you to install and you shall at your expense return to EpicVue the defective Unit or component. If you fail to return the defective Unit or component in question within 30 days of your receipt of the replacement Unit or component, you will be liable for and promptly pay upon EpicVue's submission of its invoice, the replacement cost as determined by EpicVue of the defective Unit or component in question. EpicVue's warranty as set forth in this Section 9 excludes defects due to Acts of God, intentional misconduct, negligence, loss or theft.
10. **Taxes and Fees:** You agree to pay when due, and to indemnify and hold us harmless from, all taxes, fees, fines and any related interest and penalties relating to this Agreement (including those arising out of the provision of the DIRECTV Services) and the Units ("Taxes") or to reimburse us on our demand for those Taxes we agree, in our sole discretion, to pay on your behalf. If any taxing authority requires any Taxes to be paid in advance, you authorize us to advance the Tax and increase the Fees by such amount and increase the amount of each Payment proportionately.
11. **Risk of Loss; Indemnity; Insurance:** You are responsible for any loss, damage or destruction of the Units. No such loss, damage or destruction will relieve you from the payment obligations owed under this Agreement. You agree to indemnify and hold EpicVue, its members, directors, officers and employees harmless from and against any and all claims, costs, expenses, damages and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising out of your selection, possession, operation, use or disposition of the Units (Including, without limitation, a Truck Accident), the EpicVue Services, and the DIRECTV Service, including Claims that: (i) arise out of Customer's, its Affiliate's, or its User's illegal or unauthorized access to or use of the EpicVue Services or DIRECTV Service; (ii) result from the installation, use, operation, maintenance, removal, or presence in any Commercial Truck of the EpicVue Services or DIRECTV Service; (iii) arise out of any unauthorized distribution, transmission, recording, exhibition, or display, by Customer, its Affiliates, or Users via the EpicVue Services or DIRECTV's programming content; or (iv) arise out of modifications to the EpicVue Services or DIRECTV Service by Customer, its Affiliate or User. During the Term, you will, at your expense, procure and maintain comprehensive general liability and casualty insurance acceptable to us on the Units. If requested by us, each insurance policy will name us as additional insured and loss payee and in such circumstance you will furnish to us a certificate of insurance that such insurance coverage is in effect.
12. **Confidentiality, Restricted Use and Nondisclosure, Required Disclosure, Ownership, Remedies:** "Confidential Information" means all information disclosed by a party ("Disclosing Party"), including: (a) for EpicVue and its Affiliates, the EpicVue Services, business and marketing plans, technology and related technical information, documentation, security policies and processes, product plans, designs, roadmaps, business processes, and pricing; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a Party or its Affiliates that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party, including its Affiliates, receiving Confidential Information ("Receiving Party") (and, in the case of oral disclosures, summarized in writing and delivered to the Receiving Party within thirty (30) days of the initial disclosure), or that due to the nature of the information the Receiving Party should reasonably understand it to be confidential information of the disclosing Party; and (d) the terms and conditions of the Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of the Agreement by the Receiving Party; (ii) was rightfully in the Receiving Party's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Receiving Party from a third party not under a duty of confidentiality and without restriction on use or disclosure. During and after the Term, Receiving Party will: (a) use the Confidential Information of the Disclosing Party solely as provided under this Agreement; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates, attorneys, auditors, and consultants who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Receiving Party is required by law to disclose Confidential Information of the Disclosing Party, Receiving Party will give prompt written notice to the Disclosing Party before making the disclosure, unless prohibited from doing so by legal or administrative process, and cooperate with the Disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure. Receiving Party acknowledges and agrees that, as between the Parties, all Confidential Information it receives from the Disclosing Party, including all copies thereof in Receiving Party's possession or control, in any media, is proprietary to and exclusively owned by the Disclosing Party. Nothing in the Agreement grants Receiving Party any right, title or interest in or to any of the Disclosing Party's Confidential Information. Receiving Party's incorporation of the Disclosing Party's

Confidential Information into any of its own materials will not render Confidential Information non-confidential. Receiving Party acknowledges that any actual or threatened breach of this Section may cause irreparable, non-monetary injury to the Disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the Disclosing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the Disclosing Party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the Disclosing Party to the disclosure, the Receiving Party, in the case of a breach of this Section, has the burden of proving that the Disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section.

13. **Assignment; Representations & Warranties:** You agree that without our prior written consent, you will not assign or transfer your rights under this Agreement, or sublease or permit the Units or EpicVue Services to be used by anyone other than you or your authorized employees. We may assign this Agreement, in whole or in part, without notice to you or your consent. You represent and warrant to us that all information conveyed to us in connection with this Agreement and all related documents whether by you, a guarantor, the supplier or any other person, is true, accurate, complete and not misleading. If you are entity, the person executing this Agreement on your behalf represents to us they are authorized to do so making the Agreement the valid and binding act of the entity.
14. **Default; Remedies:** If any one of the following events occurs, you will be in default and we can exercise any of the remedies described below: (i) you fail to pay any Payment or other amount due under this Agreement when due, (ii) you materially breach any Section of the Unit Order Certificate, this Agreement, or DIRECTV Agreement, and fail to cure the breach within thirty (30) days' notice, (iii) you cease doing business as a going concern, make an assignment for the benefit of creditors, admit your inability to pay your debts as they become due or are insolvent, or you file or have filed against you a petition under the Bankruptcy Code, (iv) you breach any covenant contained in this Agreement or any representation or warranty made in connection with this Agreement was false or misleading when made, or (v) any guarantor of this Agreement defaults on any obligation to us or any of the above-listed events of default occur with respect to any guarantor. Upon the occurrence of a default, we may at our option do any or all of the following: (a) by notice to you, terminate this Agreement, including access to the EpicVue Services and/or DIRECTV Services; (b) declare all owed sums due hereunder immediately due and payable together with any owed collection charges or interest in the Units; (c) exercise any other right or remedy which may be available to us under the applicable law including without limitation the right to recover damages for breach hereof. In the event we are required to enforce the Agreement, you are responsible for reimbursing us for all costs we incur including our attorneys' fees. The rights afforded us in this Agreement are in addition to any rights or remedies provided by law. The selection of one remedy does not preclude the exercise of any other remedy. A waiver of default will not be a waiver of any other or subsequent default.
15. **Term:** This Agreement shall continue in force for so long as the Term of any Unit Order Certificate is continuing. The term with respect to the Units purchased pursuant to each Unit Order Certificate shall commence on the delivery date of such Units and after the Payment Commencement Date as specified in such Order Certificate shall continue until terminated by either party ("Term"). Customer may terminate the DIRECTV Services, Unit Order Certificate and this Agreement for any individual Units (or all Units under a specific Unit Order Certificate) at any time under the following conditions: 1) Customer is not in default of any of its obligations under this Agreement, Unit Order Certificate, or DIRECTV Agreement; 2) Customer shall provide EpicVue thirty (30) days' advanced written notice of Customer's intent to terminate (i.e., Customer provides notice on June 1st of its intent to cancel services on July 1st); and 3) Customer shall pay the last Monthly Fee for the Units being terminated, including any outstanding balance, late fees or penalties, at the same time Customer provides the 30 days' notice. After the termination of any Unit(s), Customer shall continue to pay the Monthly Fee as provided in the Order Certificate, minus the amount attributed to the terminated Unit(s). EpicVue may terminate this Agreement upon 30 days' advance written notice, or immediately as provided in Sections 2 and 14.
16. **Governing Law:** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF UTAH WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS. YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF UTAH IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND YOU AGREE THAT NEITHER YOU NOR EPICVUE WILL BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY SUCH ACTION OR PROCEEDING. YOU WAIVE ANY OBJECTION BASED ON IMPROPER VENUE AND/OR FORUM NON CONVENIENS WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING AND THE PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.
17. **General Provisions:** All of your covenants herein will survive the termination of this Agreement. Any amount not paid when due hereunder shall accrue interest at the lower of 16% per annum or the highest rate allowed by applicable law if less and paid to us upon demand. In the event of any conflict between the provisions of any Agreement and any DIRECTV Agreement, the provisions of this Agreement shall prevail. You agree that by providing us with an email address or a telephone number for a cellular or wireless device, you expressly consent to receiving communications including voice and text messages from us or our affiliates or assigns at that number or email address, and this express consent applies to each such email address or telephone number that you provide to us now or in the future and permits such calls and emails regardless of their purpose. These calls and messages may incur access fees from your internet or wireless provider. Section headings are for convenience and are not a part of this Agreement. This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties hereto. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and may only be amended by a written instrument executed by both you and us and any other purported amendment shall be void. This Agreement may be executed in separate counterparts which together shall constitute one and the same instrument. Any notice given under this Agreement shall be in writing and be deemed given 2 business days after being delivered to the US Postal Service or a reputable overnight delivery service, postage prepaid, addressed to the recipient at its address set forth in the Unit Order Certificate or such other address as a party may hereafter designate by written notice. A facsimile or other image of this Agreement shall be admissible in any action or proceeding relating to this Agreement and shall be deemed an original for all purposes. You agree this Agreement may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. Time is of the essence with respect to your obligations under this Agreement.