



UPTIME PLAN

TERMS AND CONDITIONS

Effective Date: March 2, 2026

These Terms and Conditions ("Agreement") govern the Uptime Plan maintenance and service program ("Plan" or "Uptime Plan") provided by Digital Six Laboratories Inc., an Oklahoma corporation ("D6 Labs," "Company," "we," "us," or "our"), to the subscribing customer ("Customer," "you," or "your"). By enrolling in the Uptime Plan, Customer agrees to be bound by these Terms and Conditions.

1. DEFINITIONS

"Covered Equipment" means the D6 Labs hardware, devices, sensors, gateways, controllers, and enclosures identified on the Customer's Uptime Plan enrollment form or service agreement, which were purchased by Customer from D6 Labs or an authorized reseller.

"Monthly Fee" means the fixed monthly amount due from Customer for the Uptime Plan, as set forth in the Customer's enrollment form or service agreement.

"Service Term" means the one-year period beginning on the Plan effective date and each successive one-year renewal period thereafter.

"Negligence" means any act or failure to act by Customer, Customer's employees, agents, or contractors that falls below a reasonable standard of care and results in damage to Covered Equipment.

2. PLAN DESCRIPTION AND SCOPE OF COVERAGE

2.1 Covered Services

Subject to the terms and exclusions set forth herein, the Uptime Plan provides the following services for Covered Equipment during an active Service Term:

- a. **Equipment Warranty.** D6 Labs will repair or replace Covered Equipment that fails due to defects in materials, workmanship, or normal wear and tear. Replacement parts and devices will be new or factory-refurbished at D6 Labs' sole discretion.

- b. **On-Site Service Calls.** D6 Labs will dispatch technicians to Customer's location(s) as reasonably necessary to diagnose, repair, or replace Covered Equipment. There are no additional trip charges, labor fees, or hourly rates for covered service calls.
- c. **Parts and Labor.** All parts and labor required to repair or replace Covered Equipment under this Plan are included in the Monthly Fee at no additional charge to Customer.
- d. **Priority Support.** Uptime Plan Customers receive priority access to D6 Labs' engineering support team for remote troubleshooting and technical assistance during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM Central Time, excluding federal holidays).
- e. **Remote Monitoring.** D6 Labs will proactively monitor system health through its cloud platform and may initiate service actions when anomalies are detected, subject to Customer maintaining active network connectivity for Covered Equipment.

2.2 Response Time

D6 Labs will use commercially reasonable efforts to respond to service requests within one (1) business day and to schedule on-site service visits within a timeframe appropriate to the severity of the issue. Response times are not guaranteed and may be affected by geographic location, weather, and technician availability.

3. SERVICE TERM, RENEWAL, AND CANCELLATION

3.1 Initial Service Term

The initial Service Term begins on the date specified in the Customer's enrollment form and continues for a period of one (1) year.

3.2 Automatic Renewal

At the end of each Service Term, the Plan will automatically renew for an additional one-year Service Term under the then-current terms and Monthly Fee, unless cancelled by Customer in accordance with Section 3.3 below.

3.3 Cancellation

Customer may cancel the Uptime Plan by providing written notice to D6 Labs no later than ninety (90) days prior to the end of the current Service Term. Cancellation will become effective at the conclusion of the then-current Service Term. Customer will remain responsible for all Monthly Fee payments through the end of the current Service Term.

Cancellation requests must be submitted in writing to D6 Labs via email at info@d6labs.com or by mail to the address listed in Section 13. Verbal cancellation requests are not accepted.

3.4 Non-Cancellation During a Term

Once a Service Term has begun (whether initial or renewal), Customer may not cancel mid-term. Monthly Fee payments are due for the full duration of the active Service Term regardless of whether Customer utilizes services under the Plan.

3.5 D6 Labs Right to Cancel

D6 Labs reserves the right to cancel this Plan upon thirty (30) days' written notice to Customer in the event of: (a) non-payment of Monthly Fees; (b) Customer's material breach of this Agreement; (c) discontinuation of the Uptime Plan program; or (d) Customer's refusal to provide reasonable access to Covered Equipment for service purposes.

4. MONTHLY FEE AND PAYMENT

4.1 Monthly Fee

Customer agrees to pay the Monthly Fee specified in the enrollment form. The Monthly Fee is due on the first day of each calendar month (or on such other billing cycle as mutually agreed) and will be billed via the payment method on file.

4.2 Fee Adjustments

D6 Labs may adjust the Monthly Fee at the time of renewal by providing written notice to Customer at least ninety (90) days prior to the start of the next Service Term. The adjusted fee will take effect upon the commencement of the renewal Service Term.

4.3 Late Payments

Monthly Fees not received within fifteen (15) days of the due date are considered past due. D6 Labs may suspend service under this Plan if payment remains outstanding for more than thirty (30) days. A late fee of 1.5% per month (or the maximum rate permitted by law, whichever is less) may be applied to past-due amounts.

4.4 Taxes

The Monthly Fee does not include applicable sales tax, use tax, or other governmental assessments, which are the responsibility of the Customer.

5. EXCLUSIONS — WHAT IS NOT COVERED

The Uptime Plan does not cover damage, loss, or failure of Covered Equipment resulting from any of the following:

5.1 Customer Negligence

Damage caused by the negligent acts or omissions of Customer, Customer's employees, agents, contractors, or any third party. Examples of negligence include, but are not limited to:

- Damage resulting from faulty, improper, or substandard electrical wiring, grounding, or power supply at Customer's facilities (e.g., electrical fires caused by Customer's wiring deficiencies).
- Physical impact damage caused by vehicles, machinery, or equipment operated by Customer or third parties (e.g., a vehicle striking an equipment enclosure at a tower or pump station).
- Damage resulting from improper installation, modification, or tampering with Covered Equipment by persons not authorized by D6 Labs.

- Damage resulting from failure to maintain a safe and suitable operating environment for the Covered Equipment, including but not limited to adequate ventilation, temperature control, and protection from moisture.
- Damage caused by the use of non-approved third-party accessories, components, or software with Covered Equipment.

5.2 Acts of God and Natural Disasters

Damage caused by natural disasters or catastrophic events, including but not limited to:

- Tornadoes, hurricanes, and severe windstorms
- Earthquakes
- Floods, storm surge, and rising water
- Wildfires
- Hail damage
- Volcanic activity
- Any other act of God or force majeure event

Exception — Lightning Strikes: Notwithstanding the above, damage to Covered Equipment caused directly by lightning strikes IS covered under this Plan. D6 Labs will repair or replace Covered Equipment damaged by lightning at no additional cost to Customer.

5.3 Other Exclusions

The following are also excluded from coverage under this Plan:

- **Theft or Vandalism.** Loss of or damage to Covered Equipment due to theft, burglary, vandalism, or intentional destruction by any party.
- **War and Civil Unrest.** Damage resulting from war, terrorism, insurrection, riot, civil disturbance, or governmental action.
- **Consumable Items.** Replacement of consumable components such as batteries, fuses, and similar expendable items that are subject to normal depletion through use, unless the failure of such item is caused by a defect in D6 Labs equipment.
- **Third-Party Equipment.** Any equipment, hardware, sensors, or devices not manufactured or supplied by D6 Labs, even if connected to or used in conjunction with Covered Equipment.
- **Cosmetic Damage.** Scratches, dents, or cosmetic damage that does not affect the functionality or performance of the Covered Equipment.
- **Software and Connectivity.** Issues related to Customer's internet service, cellular coverage, network infrastructure, or third-party software not provided by D6 Labs.
- **Site Infrastructure.** Repairs to Customer's facilities, structures, wiring, plumbing, or other infrastructure that is not Covered Equipment.

6. CUSTOMER RESPONSIBILITIES

- a. **Site Access.** Customer shall provide D6 Labs personnel with reasonable and timely access to all locations where Covered Equipment is installed for the purpose of performing service under this Plan.
- b. **Safe Environment.** Customer shall maintain a safe working environment at each service location in compliance with all applicable federal, state, and local safety regulations.
- c. **Electrical Standards.** Customer is responsible for ensuring that all electrical systems, wiring, and power supplies at locations where Covered Equipment is installed meet applicable codes and standards. D6 Labs is not responsible for damage caused by Customer's electrical deficiencies.
- d. **Notification.** Customer shall promptly notify D6 Labs of any equipment malfunction, damage, or service need. Delayed reporting may affect D6 Labs' ability to provide timely service.
- e. **No Unauthorized Modifications.** Customer shall not modify, disassemble, repair, or tamper with Covered Equipment without prior written authorization from D6 Labs. Unauthorized modification may void coverage under this Plan.

7. LIMITATION OF LIABILITY

7.1 Service Limitation

D6 Labs' sole obligation under this Plan is to repair or replace Covered Equipment as described herein. D6 Labs does not guarantee uninterrupted operation of Covered Equipment and is not liable for any losses, damages, or costs arising from equipment downtime.

7.2 Consequential Damages

IN NO EVENT SHALL D6 LABS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF DATA, ENVIRONMENTAL DAMAGE, REGULATORY FINES OR PENALTIES, OR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATED TO THIS PLAN, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF D6 LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 Maximum Liability

D6 Labs' total cumulative liability under this Plan shall not exceed the total Monthly Fees paid by Customer during the twelve (12) months immediately preceding the event giving rise to the claim.

8. DETERMINATION OF COVERAGE

D6 Labs shall have the sole and final discretion to determine whether damage to Covered Equipment is the result of a covered event (e.g., normal failure, defect, or lightning strike) or an excluded event (e.g., negligence, natural disaster, or other exclusion). D6 Labs will communicate its determination to Customer in writing. If damage is determined to be excluded from coverage, D6 Labs may offer to perform repairs at Customer's expense at D6 Labs' then-current service rates.

9. INTELLECTUAL PROPERTY AND DATA

All D6 Labs hardware, firmware, software, and cloud platform components remain the intellectual property of D6 Labs. This Plan does not grant Customer any ownership rights, licenses, or intellectual property rights beyond the right to use Covered Equipment as intended. Data collected by Covered Equipment and stored in the D6 Labs cloud platform is governed by the D6 Labs Privacy Policy.

10. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless D6 Labs, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to: (a) Customer's negligence or willful misconduct; (b) Customer's breach of this Agreement; or (c) Customer's failure to comply with applicable laws and regulations.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of laws principles.

11.2 Dispute Resolution

Any dispute arising out of or relating to this Agreement that cannot be resolved through good-faith negotiation within thirty (30) days shall be submitted to binding arbitration in Oklahoma County, Oklahoma, in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon both parties.

12. GENERAL PROVISIONS

12.1 Entire Agreement

This Agreement, together with the Customer's enrollment form and any applicable service agreement, constitutes the entire agreement between the parties with respect to the Uptime Plan and supersedes all prior or contemporaneous communications, representations, or agreements, whether written or oral.

12.2 Amendments

D6 Labs may amend these Terms and Conditions by providing written notice to Customer at least ninety (90) days prior to the start of the next Service Term. Continued enrollment in the Plan after the effective date of any amendment constitutes acceptance of the amended terms.

12.3 Assignment

Customer may not assign or transfer this Plan without the prior written consent of D6 Labs. D6 Labs may assign this Plan in connection with a merger, acquisition, or sale of all or substantially all of its assets.

12.4 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.5 Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that party's right to enforce that provision or any other provision in the future.

12.6 Notices

All notices under this Agreement shall be in writing and delivered to the addresses set forth in Section 13 or to such other address as either party may designate in writing.

13. CONTACT INFORMATION

Digital Six Laboratories Inc.

425 N. Meridian Ave.

Oklahoma City, OK 73107

Phone: +1-844-365-8647

Email: support@d6labs.com