

**MYEXPERT TERMS OF SERVICE
AND END USER LICENSE AGREEMENT**

This Terms of Service for the **myExpert** support services ("myExpert") and End User License Agreement for the **myExpert** Application ("App") (the "Services") (collectively, the "Agreement" or "License") governs Your use of the Services.

Cricket Wireless LLC ("Cricket") and Asurion Mobile Applications, LLC ("Asurion") license the myExpert App to You, conditioned upon Your acceptance of this Agreement.

BY CLICKING "I AGREE" OR "ACCEPT," BY USING THE SERVICES, OR BY DOWNLOADING, INSTALLING OR USING THE APP, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) ACKNOWLEDGE THAT IN NO EVENT IS THIS APP TO BE USED BY PERSONS UNDER THE AGE OF 13; (D) AGREE TO ABIDE BY THE CRICKET ACCEPTABLE USE POLICY, <https://www.cricketwireless.com/legal-info/acceptable-use-policy.html>, (E) AGREE TO THE TERMS OF THE CRICKET PRIVACY POLICY, <https://www.cricketwireless.com/legal-info/privacy-policy.html>, (F) AGREE TO THE TERMS OF THE ASURION PRIVACY POLICY, <https://www.asurion.com/pdf/asurion-app-privacy/>, (G) AND AGREE TO THE TERMS OF THE MOST CURRENT CRICKET WIRELESS TERMS AND CONDITIONS OF SERVICE ("Cricket Wireless Terms"), <https://www.cricketwireless.com/terms>, WHICH REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND FULLY APPLIES TO YOUR USE OF THE SERVICES AND THIS APP.

1. DEFINITIONS: (a) "Cricket" refers to Cricket Wireless LLC and its parents, subsidiaries, affiliates, agents, employees, successors and assigns; (b) "Asurion" means Asurion Mobile Applications, LLC as to the App and Asurion Protection Services, LLC as to myExpert, and their parents, subsidiaries, branches, affiliates, agents, employees, successors and assigns; (c) "We," "Us" and "Our" mean Cricket and/or Asurion; (d) "You," "Your," and "Licensee" means an individual that downloads or uses the Services and any person or entity represented by that individual; (e) "Device" means an eligible smartphone with iOS or Android operating system that a Cricket authorized retail location provides or sells to You, or You provide, and that Cricket activates with a Cricket SIM card on Your account.

2. DESCRIPTION OF THE SERVICES: The Services are developed by Asurion and provided by Us. The Services only include technical support for Your Device and the operating systems and software applications either thereon or intended to be used thereon and technical support for the use of Your Device with other devices and services manufactured to be compatible with Your Device or intended to be connected thereto. The Services do not include, among other things, (a) assistance with network coverage issues, such as dropped calls/data interruptions; (b) directly providing over-the-air updates to operating systems, firmware, or other software; (c) diagnostic support not related to Your Device; (d) modification of Original Equipment Manufacturer ("OEM") software; (e) installation of third-party software or OEM drivers not supported by the Device; (f) computer setup, support or repair; (g) home or wireless router/modem or network setup, support or repair; (h) peripheral setup, support or repair; (i) installation of non-sanctioned applications; or (j) data migration, other than user content, from phone to phone or computer to computer.

2.1 Availability of Services. The Services are developed and provided by Us or Our authorized third party providers. myExpert support services are available Monday to Friday, from 8:00 a.m. to midnight ET, and Saturday to Sunday, from 10:00 a.m. to 10:00 p.m. ET by calling 1-855-309-8342. To use the Services, the individual seeking service must provide information identifying himself or herself as the authenticated user on Your Cricket account. You may be able to access the App's "Click-to-Call" and "Click-to-Chat" functions, if available.

2.2 Commercially Reasonable Efforts & Technical Problems. We will use commercially reasonable efforts to provide You with the Services. This means that if We are unable to resolve the issue related to Your Device after making commercially reasonable efforts, We have the right and sole discretion to refuse to take further efforts to resolve the issue related to Your Device. Additionally, in some instances, We may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve the issue related to Your Device. Some technical problems that You encounter when using Your Device may be the result of software or hardware errors not yet resolved by the hardware or software vendors, manufacturers or developers, in which case We may not be able to resolve Your specific issue. In these circumstances, You are still liable to Us for any fees or charges associated with the Services.

2.3 Representations and Authorizations. When seeking service, You represent to Us that You are the owner and/or the authorized user of the Device at issue, as well as any software on the Device and any device connected to the Device. We reserve the right to refuse to provide You with the Services if We determine that You are not the owner and/or the authorized user of the Device or software. When seeking service, You (a) expressly consent to Our technical support personnel remotely accessing Your Device and the data thereon through use of software or other means, and (b) authorize Us to effect changes to Your Device or software, to the extent necessary to provide the Services and acknowledge and agree that such changes may be permanent and irreversible.

2.4 Remote Access. To receive the Services, You may be required to download and/or run certain software applications ("Software") on Your Device and/or on any device connected to or used in connection with Your Device. The Software may include remote access tools that allow Us to remotely access Your Device and any device connected to Your Device, as well as the contents thereon. You agree to comply with the terms and conditions applicable to the Software and, in the event of a conflict between those terms and conditions and this Agreement, the Software-specific terms and conditions control, but only with regard to the Software itself. You are prohibited from and agree not to alter or copy the Software or any other materials provided to You as a result of Your use of the Services.

2.5 Back-up. It is Your responsibility to back-up the software and data that is stored on Your Device or other devices manufactured to be compatible with Your Device or intended to be connected thereto, and We shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. We may decline to provide the Services to You if We determine that appropriate back-up measures have not been taken by You.

3. CHARGES: Cricket will charge You a monthly recurring subscription fee for myExpert per each enrolled wireless phone number. You are responsible for paying all charges for or resulting from Services provided under this Agreement, including monthly recurring subscription fees and applicable taxes, surcharges and governmental fees, if any, whether assessed directly upon You or upon Cricket.

You will remain liable to pay any and all charges and fees for myExpert even if Cricket does not resolve Your problem for reasons described in Section 2 – Description of Services.

Payment for all charges is made in advance. In the event this Agreement and the provision of myExpert is terminated by You, the charges relating to the Services will be prorated via an account credit if You continue Your Cricket account in the month following your termination of Cricket myExpert.

4. CHANGES TO CHARGES AND TERMS: We may change any term, condition, fee, expense, or charge regarding the Services or add new fees at any time. We may provide You with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, or administrative charges, if any) by SMS, e-mail or such other means as We determine to be most practicable. If We change the subscription fee or institute new fees or charges, or materially change the scope of the Services, We will notify You of such changes in advance. You are liable for all fees and charges in accordance with billing terms in effect at the time the fees or charges become payable.

5. THE APP: The App is developed and provided by Asurion and allows You to access the Services. The App includes several functions, and Your ability to access those functions depends upon Your Device. You acknowledge and agree that not all of the App functions may be available to You at all times or at any time. Your Device must be powered on and within Cricket's coverage area or connected to wireless service for the App to operate. Functions include but are not limited to:

5.1 CLICK-TO-CALL. If available, the Click-to-Call function may allow You to call Our technical support personnel for assistance. Your use of this function may convey certain information about Your Device to the representative, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.

5.2 CLICK-TO-CHAT. If available, the Click-to-Chat function may allow You to interact with and receive assistance from Our technical support personnel on Your Device. Your use of this function may convey certain information about Your Device to Our technical support personnel, including, without limitation, Your settings information, Your performance and data usage, Your battery and storage levels, and information regarding Your installed apps.

5.3 REMOTE ACCESS. If available, the Remote Access function may allow Our technical support personnel to remotely access, with Your authorization, Your Device during a live call to assist You in managing some limited features on Your Device through Our software platforms or the platforms of Our third party providers. You expressly consent to Our technical support personnel remotely accessing Your Device and any other devices included in the services, as well as any data, videos, pictures, text messages or other content thereon. Your use of this function may convey certain information about Your Device to Our technical support personnel, including, without limitation, Your settings information and information regarding Your files and content.

6. PASSWORD & ACCOUNT INFORMATION. You may be asked to provide an email address, mobile phone number, and/or other identifying information and create a password in order to access certain features and functions. If required, You agree that You will provide Us with complete and accurate information when creating Your account and using the App. You are solely responsible for any activity that occurs on or in relation to Your account and for keeping Your password confidential, and You are solely liable for any damages resulting from Your failure to do so. Anyone with access to Your account or password can use the App on Your Device. If You believe that the confidentiality of Your account or password has been compromised, You should change Your password immediately.

7. CONSENT TO DISCLOSE PERSONAL INFORMATION: The App may disclose or allow the disclosure to Cricket and/or Asurion of information, including Your personal information, such as name, email address, mobile phone number, settings information, Your performance and data usage, Your battery and storage levels, information regarding Your installed apps and other diagnostic information, for the purpose of providing and improving the Services. In addition, the App may disclose or allow the disclosure to Asurion of de-identified usage and diagnostic information for purposes consistent with the Asurion Privacy Policy, <https://www.asurion.com/pdf/asurion-app-privacy/>. Requests regarding Asurion's use of Your data should be submitted to Privacy@Asurion.com.

8. DATA-USAGE CHARGES. You acknowledge and agree that You may need additional or different equipment or software to receive the full benefit of the Services, or You may incur data usage or other fees or charges if You use the Service and/or download and use the App. You are solely responsible for the payment of those fees or charges, and any failure to pay them may result in suspension or termination of Your access to the Services and/or App.

9. THIRD-PARTY CONTENT. The Services and/or App may expose You to content, websites, products and services created or provided by parties other than Asurion or Cricket ("third-party content"). Neither Asurion nor Cricket review, endorse or assume any responsibility for third-party content and shall have no liability to You for access to or use of third-party content. You access or use third-party content at Your own risk and discretion, and You understand that this Agreement and Our Privacy Policies do not apply to that third-party content.

10. LICENSE GRANT AND USE RESTRICTIONS.

10.1 License Grant. Subject to the restrictions set forth in Section 10.2, Cricket and Asurion grant You a personal, revocable, non-exclusive, non-transferable, limited right to install and use the App on a Device owned and controlled by You , and to access and use the App on such Device, strictly in accordance with the terms and conditions of this License, and all applicable local, national, and international laws and regulations.

10.2 Restrictions on Use. You shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App, for any purpose; (b) modify, adapt, improve, or create any derivative work from the App; (c) violate any applicable laws, rules or regulations in connection with Your access or use of the App; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Cricket, Asurion or their collaborators, suppliers or licensors; (e) use the App in a manner that derives revenue directly from such use, or use the App for any other purpose for which it is not designed or intended; (f) use the App for

creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Cricket or Asurion; (g) use the App to send automated queries to any website or to send any unsolicited commercial e-mail; (h) use any proprietary information or interfaces of Cricket or Asurion or other intellectual property of Cricket or Asurion in the design, development, manufacture, licensing or distribution of any Apps, accessories or devices for use with the App; (i) circumvent, disable or tamper with any security-related components or other protective measures applicable to the App or the Device or (j) reproduce, archive, retransmit, distribute, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the App. You agree to abide by the rules and policies established from time to time by Cricket and Asurion. Such rules and policies may include, for example, required or automated updates, modifications, and/or reinstallations of the App and obtaining available patches to address security, interoperability, or performance issues. These obligations survive termination of this License.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1 Rights to App. The App (including its source and object code), any copies thereof (whether or not present on Your Device), and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of Cricket, Asurion or their collaborators, licensors, or suppliers. The source and object code of the App are the proprietary and confidential information of Cricket, Asurion and their collaborators, licensors and suppliers. The App is licensed, not sold, to You. Title to the App shall remain with Cricket and Asurion. Cricket, Asurion and their collaborators, licensors, and suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use of or access to, disable access to, or require the return of the App (or any copy thereof) at any time without notice and will have no liability for doing so. Except as expressly stated in this License, You are not granted any intellectual property rights in or to the App by implication, estoppel or other legal theory, and all rights in and to the App not expressly granted in this License are hereby reserved and retained by Cricket and Asurion. These obligations survive termination of this License.

11.2 Cricket Marks. Cricket company names and their related logos and all related product and service names, design marks and slogans are trademarks and service marks owned by and used under license from Cricket (the "Cricket Marks"). You are not authorized to use the Cricket Marks in any advertising, publicity or in any other commercial manner without the prior written consent of Cricket, which may be withheld for any or no reason. These obligations survive termination of this License.

11.3 Asurion Marks. Asurion company names and their related logos and all related product and service names, design marks and slogans are trademarks and service marks owned by and used under license from Asurion, including "myExpert" (the "Asurion Marks"). You are not authorized to use the Asurion Marks in any advertising, publicity or in any other commercial manner without the prior written consent of Asurion, which may be withheld for any or no reason. These obligations survive termination of this License.

11.4 Open Source Software. The App may include third party software that is subject to open source license terms ("Open Source Software"). You acknowledge and agree that Your right to use such Open Source Software as part of the App is subject to and governed by the terms and

conditions of any applicable open source license (the “Open Source License Terms”). In the event of a conflict between the terms of this License and the Open Source License Terms, the Open Source License Terms shall control.

12. TERM AND TERMINATION. This License shall be effective until terminated. Cricket and Asurion may, in their sole and absolute discretion, at any time and for any or no reason, disable the App, or suspend or terminate this License and the rights afforded to You hereunder, with or without prior notice or other action by Cricket or Asurion. Upon the termination of this License, You shall cease all use of the App and uninstall the App. Cricket and Asurion will not be liable to You or any third party for compensation, indemnity, or damages of any sort as a result of terminating this License in accordance with its terms, and termination of this License will be without prejudice to any other right or remedy Cricket and Asurion may have, now or in the future. These obligations survive termination of this License.

13. DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THE APP, INCLUDING ALL CONTENT CONTAINED THEREIN OR ACCESSED THEREBY, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE APP IS AT YOUR SOLE RISK AND DISCRETION. TO THE EXTENT NOT PROHIBITED BY LAW, CRICKET, ASURION AND THEIR COLLABORATORS, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APP, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE OF THE PARTIES, OR THE NATURE OR CONTEXT OF THIS LICENSE, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHERMORE, CRICKET, ASURION AND THEIR COLLABORATORS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE APP WILL MEET YOUR REQUIREMENTS; (II) THE APP WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APP WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE APP WILL BE CORRECTED OR THAT THE APP WILL BE MAINTAINED. YOU ACKNOWLEDGE THAT THE APP IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE PERFORMANCE OF, USE OR MISUSE OF, FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE APP COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE. CRICKET, ASURION AND THEIR COLLABORATORS, SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE APP WILL BE COMPATIBLE OR INTEROPERABLE WITH YOUR DEVICE OR ANY OTHER PIECE OF HARDWARE, SOFTWARE, EQUIPMENT OR DEVICE INSTALLED ON OR USED IN CONNECTION WITH YOUR DEVICE. FURTHERMORE, YOU ACKNOWLEDGE THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF YOUR DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT DAMAGE TO YOUR DEVICE, LOSS OF THE DATA LOCATED ON YOUR DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON YOUR DEVICE. YOU ACKNOWLEDGE AND AGREE THAT CRICKET, ASURION AND THEIR COLLABORATORS, SUPPLIERS AND LICENSORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES SUFFERED, RESULTING FROM OR ARISING IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS. SHOULD THE APP PROVE DEFECTIVE, YOU ASSUME THE ENTIRE BURDEN OF ALL NECESSARY EXPENSES, SERVICING, REPAIR, OR CORRECTION. THIS SECTION 13 SHALL SURVIVE TERMINATION OF THIS LICENSE.

NOTWITHSTANDING AND WITHOUT WAIVING THE FOREGOING, THE TERMS AND CONDITIONS OF THE CRICKET WIRELESS TERMS MAY PROVIDE LIMITED REMEDIES TO YOU.

14. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL CRICKET, ASURION, THEIR COLLABORATORS, SUPPLIERS OR LICENSORS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ACCIDENTS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO THE SALE OR DISTRIBUTION OF, THE PERFORMANCE OR NON-PERFORMANCE, OR YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE APP, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CRICKET'S AND ASURION'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF (i) THE INITIAL PURCHASE PRICE PAID BY YOU FOR THE APP, (ii) THE AGGREGATE AMOUNT YOU PAID TO CRICKET FOR THE APP DURING THE ONE MONTH PRECEDING THE DATE THAT THE CLAIM ARISES, OR (iii) TWO DOLLARS (\$2.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION 14 SHALL SURVIVE TERMINATION OF THIS LICENSE.

15. INDEMNIFICATION. You shall indemnify, defend and hold harmless Cricket, Asurion and their collaborators, suppliers and licensors, and their officers, directors, agents and employees (the "Indemnified Parties") from and against any claim, proceeding, loss, damage, fine, penalty, interest and expense (including, without limitation, fees for attorneys and other professional advisors) arising out of, in connection with or related to the following: (i) Your access to or use of the App or Third Party Content and Services; (ii) Your breach of this License; (iii) Your violation of law; (iv) Your negligence or willful misconduct; or (v) Your violation of the rights of a third party. You will promptly notify Us in writing of any third-party claim arising out of or in connection with Your access to or use of the App. These obligations survive termination of this License.

16. Dispute Resolution by Binding Arbitration

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting Our customer service department at 1-800-274-2538. In the unlikely event that Our customer service department is unable to resolve a complaint You may have to Your satisfaction (or if We have not been able to resolve a dispute it has with You after attempting to do so informally), We each agree to resolve those disputes through binding arbitration or small claims court (for customers in Puerto Rico, "small claims court" should be understood to mean the Puerto Rico Telecommunications Regulatory Board) instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court.

Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, We will pay all costs of the arbitration. Moreover, in arbitration You are entitled to recover attorneys' fees from Us to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), We will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what We have offered You to settle the dispute.

Arbitration Agreement:

1. You agree to arbitrate all disputes and claims between Us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between Us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and claims that may arise after the termination of this Agreement.

References to "Asurion" "Cricket," "You," and "Us" include Our respective subsidiaries, affiliates, agents, dealers, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Services or Devices under this or prior Agreements between Us. Notwithstanding the foregoing, either party may bring an individual action in small claims court (for customers in Puerto Rico, "small claims court" should be understood to mean the Puerto Rico Telecommunications Regulatory Board). This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against Us on Your behalf. You agree that, by entering into this Agreement, You and We are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Us should be addressed to: Office of Dispute Resolution, Cricket Wireless, 1025 Lenox Park Blvd., 5th Floor, Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after the Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We are entitled. You may download or copy a form Notice and a form to initiate arbitration at www.cricketwireless.com/arbitration-forms.
3. After We receive notice at the Notice Address that You have commenced arbitration, it will promptly reimburse You for Your payment of the filing fee, unless Your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If You are unable to pay this fee, We will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at www.cricketwireless.com/arbitration-information. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county (or parish) of the address associated with Your phone number. If Your claim is for \$10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds \$10,000, the right to a hearing will

be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

4. If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of Our last written settlement offer made before an arbitrator was selected, then We will pay You the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and pay Your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium"). If We did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
5. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.
6. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
7. Notwithstanding any provision in this Agreement to the contrary, We agree that if We make any future change to this arbitration provision (other than a change to the Notice Address) during Your Service Commitment, You may reject any such change by sending Us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between Us in accordance with the language of this provision.

17. MISCELLANEOUS. The following provisions survive termination of this License:

17.1 Governing Law, Limitation on Actions. This License shall be deemed to take place in the State of Tennessee and shall be governed by and construed in accordance with the laws of the State of Tennessee, excluding its conflicts of law principles. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. To the maximum extent permitted by applicable law, You and We agree that any cause of action arising out of or relating to this License, the Application or Your use of the App must commence within one (1) year after the applicable cause of action accrues in accordance with the dispute resolution provision of the Cricket Wireless Terms and Conditions of Service. Otherwise, such cause of action is permanently barred. This Section 17 is not intended to and does not alter any provisions of the Cricket Wireless Terms and Conditions of Service.

17.2 Severability. If any provision of this License is held to be invalid or unenforceable, the remaining provisions shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

17.3 Waiver. Except as provided herein, the failure to exercise a right or require performance of an obligation under this License shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

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