

TERMS OF SERVICE AND END USER LICENSE AGREEMENT

This Terms of Service and End User License Agreement ("Agreement") is a binding legal agreement between you ("User" or "You") and Eigen Holdings LLC ("Company," "we," "us," or "our"). By purchasing, receiving, powering on, or otherwise using the Speakeasy mobile router hardware and its pre-installed software (collectively, the "Product"), you agree to be bound by the terms of this Agreement. If you do not agree to these terms, do not use the Product.

1. THE PRODUCT AND LICENSE TYPES

The Product consists of the Speakeasy mobile router ("Hardware") and proprietary software pre-installed on the Hardware ("Software"). The Software is licensed, not sold, to you solely for use as integrated into the Hardware.

Company offers two classes of Software licenses:

- **Standard License:** Issued for individual or standard commercial use.
- **Enterprise License:** Issued under specific enterprise pricing or volume agreements.

2. LICENSE TRANSFERABILITY

Your ability to transfer the Software license to a third party depends on your license tier:

- **Standard Licenses:** If you hold a Standard License, you may permanently transfer all of your rights under this Agreement only as part of a permanent sale or transfer of the Hardware, provided you retain no copies of the Software and the recipient agrees to the terms of this Agreement.
- **Enterprise Licenses:** Enterprise Licenses are strictly non-transferable. You may not rent, lease, lend, sell, redistribute, or sub-license the Product to any third party.

3. ALL SALES FINAL / NO REFUNDS

All sales of the Product are strictly final. **EIGEN HOLDINGS LLC DOES NOT OFFER REFUNDS, RETURNS, OR EXCHANGES FOR ANY REASON.** By purchasing the Product, you acknowledge and agree that you are assuming all risks associated with the purchase and that no purchase price will be refunded under any circumstances.

4. USER RESPONSIBILITY AND ASSUMPTION OF RISK

You acknowledge that you are solely responsible for all usage of the Hardware and Software. Because the Product functions as a mobile networking device, you specifically agree to the following:

- **Network Security:** You are solely responsible for securing your network, setting strong passwords, and managing who has access to the Speakeasy router.

- **Data and Usage:** Company is not responsible for the data transmitted through the Product, the legality of the traffic, or any unauthorized access to your devices connected to the Product.
- **Compliance:** You agree to use the Product in compliance with all applicable local, state, federal, and international laws, including telecommunications and radio frequency regulations.

Company is not responsible for any physical injury, property damage, data breaches, data loss, or legal infractions resulting from your use, misuse, or inability to use the Product.

5. DISCLAIMER OF ALL WARRANTIES (HARDWARE AND SOFTWARE)

THE PRODUCT (INCLUDING BOTH THE HARDWARE AND PRE-INSTALLED SOFTWARE) IS PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EIGEN HOLDINGS LLC EXPLICITLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT THE HARDWARE WILL NOT FAIL, THAT NETWORK CONNECTIONS WILL BE SECURE, OR THAT THE SOFTWARE IS FREE OF BUGS OR VULNERABILITIES.

6. COMPLETE LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EIGEN HOLDINGS LLC, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, DATA BREACHES, PROPERTY DAMAGE, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE PRODUCT.

THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION WITH THE PRODUCT IS TO STOP USING IT.

7. PRIVACY AND DATA RETENTION

Eigen Holdings LLC respects your privacy. Our data collection is strictly limited to the fulfillment of your order.

- **What we collect:** We collect and store only the information strictly necessary to process your payment and ship the Product to you (e.g., name, shipping address, billing address, and contact information).

- **What we do not collect:** The Speakeasy Software and Hardware do not "phone home," track your network traffic, monitor connected devices, or send telemetry, personal data, or operational logs back to Company. We do not sell, rent, or share your shipping information with any third parties except as necessary to deliver the Product via our shipping partners.

8. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Wyoming, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.