

## 3.2 Plan rules

- Service is best effort with a maximum information rate (MIR) of 5×2 Mbps. Bursting or exceeding 5×2 is allowed when individual terminal and network conditions permit.
- All subscriptions are for a twelve (12) month contract term paid monthly or annually in advance, starting from the activation date. Partial year or single month plan offerings are not available, other than the 3-month Promotional Plan that can be purchased once per terminal, solely for demonstration purposes to end customers.
- Subscriptions allow roaming, and subscribers may move terminals between regions. To move terminals between regions, contact [Kymeta customer support](#).
- Subscriptions may be upgraded to a larger package at any time by submitting a valid purchase order to [purchaseorders@kymetacorp.com](mailto:purchaseorders@kymetacorp.com). The following terms apply:
  - Subscriptions may be upgraded to a larger plan during the 12-month term without extension to the 12-month term.
  - Kymeta will implement service changes as soon as possible, typically within 2 business days and no later than the first calendar day of the month following the month which the changes were applied. The customer will be notified when changes have been applied.
  - Billing changes made prior to the 15<sup>th</sup> of the month will take effect in the following month. For example, if you make changes February 13, an updated subscription will take effect March 1.
  - Billing changes made on or after the 15<sup>th</sup> of the month will take effect in the second calendar month. For example, if you make changes February 15, an updated subscription will take effect April 1.
  - KĀLO 4×1 Evolution subscriptions may be upgraded to either KĀLO 4×1 Evolution subscriptions of a higher value or KĀLO 5×2 Evolution subscriptions of equal or higher value.
  - Billing changes will be prorated for the applicable month from the effective date and reflected in the next applicable bill.
- To downgrade a subscription until the end of a twelve (12) month contract term, an early termination fee will be incurred. Notify Kymeta in writing at least sixty (60) days before the end of the term for downgrade subscription changes without additional fees.
- Early termination fees (ETF) apply. ETF is equivalent to the subscription fees for the remaining unpaid contract term.
- All contracts are set by default for automatic renewal at the end of the twelve (12) month term. Service deactivation is required to avoid automatic renewal.
- Service deactivation must be sent in writing to [support@kymetacorp.com](mailto:support@kymetacorp.com) no less than thirty (30) days in advance.
- All overages are billed at the end of each month.
- Plans may be throttled when data limits are exceeded.
- Activation or deactivation fees are not applicable.
- Unused data allowance cannot be rolled-over to the next month.
- Service suspension is not allowed.
- Billing is based on a 1 GB minimum increments. All usage and overages will be based on the next whole gigabyte.
- All accounts are Net 30 payment terms, unless otherwise specified in contracts. No credit will be extended to customers with unpaid fees thirty (30) days after the invoice date. This includes subscription fees and overages. Customers with unpaid accounts are subject to ETF and terminal deactivation.