

Internet Access Agreement

Thank you for choosing KP Evolutions as your internet service provider. It is our privilege to serve you in your home or business.

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY. KP EVOLUTIONS (“KPE”) PROVIDES INTERNET SERVICES TO YOU (“Customer”) SUBJECT TO YOUR COMPLIANCE WITH THIS AGREEMENT.

1. Service

- 1.1 **Definition:** The service as described in this document includes: Internet Access (“Service”). The Service uses cellular infrastructure owned and operated by national, LTE companies (“Carriers”). KPE works with a distributor (“Supplier”) to access Carrier plans for the Service.
- 1.2 **Modifications:** KPE reserves the right to modify this Internet Access Agreement document (“Agreement”) and to change the Service or any of its features at any time.
- 1.3 **Carriers Plans:** As a result of many factors, carrier data plans have undergone significant changes. Even though carriers may describe a data plan as unlimited, it does not mean unlimited data at unlimited speeds or heavy usage (uploading or downloading games, game updates, or large files in a short time period). Carriers’ plans are enforced by fair and acceptable use policies that provide a reasonable amount of data usage in a steady, moderate usage pattern.
- 1.4 **Data Caps:** Plans do not have a hard data cap. KPE recommends Customer to keep maximum monthly usage in the 400-600 GB range. Customer agrees and understands that Carriers may manage the Service as described in Section 1.5.
- 1.5 **Service Usage:** Customer agrees to use data wisely and treat it like a utility. LTE data plans are provisioned on a shared network and the Carriers guard against any one user detrimentally impacting other users. Carriers use algorithms to monitor the networks constantly for traffic, congestion issues, and abuse by users. Carriers will act to control detrimental impacts by slowing speeds, restricting use, and worst case, canceling service without warning or notice as they see fit. KPE makes no guarantees as to the continuous availability or speed of the Service. Customer agrees that its data use will at all times be reasonable and that it will not abuse the Service or its data access.

- 1.6 **De-prioritization:** Carriers use “data de-prioritization” as a way to manage limited bandwidth in densely populated areas with high data consumption (cities, for example). Customers with higher data usage may experience de-prioritization during peak times. Data de-prioritization is intended not only to allow lower data users to enjoy high-speed data but also to ensure network bandwidth is available for emergency services and other high-priority traffic. De-prioritization typically only occurs for short periods of time (a matter of minutes or hours).
- 1.7 **Published Speeds:** Any published download and upload speeds are provided only as an example of what may be possible with LTE technology. Highest speeds are achieved in close proximity to the nearest cell towers of the Carrier utilized by the Customer’s modem. Carrier’s cell towers will vary in performance. Actual speeds from Customer’s modem may be more or less than the published ranges as a result of a home or facility’s physical location and construction.
- 1.8 **Environmental Conditions:** Environmental conditions inside and outside of Customer’s home or facility may impact the speeds that can be achieved by equipment utilizing the Service. KPE offers installation of cell signal boosters and networking equipment that can be used, at times, to improve download and upload speeds.

2. Registration Requirements

- 2.1 **Minimum Age:** Customer represents that they are at least 18 years of age. Minors using the Service must have the consent of an authorized parent or guardian.
- 2.2 **Customer Responsibility:** Customer agrees that they are responsible for installing, establishing, and setting up, and for verifying and maintaining, the account, options, settings, and other parameters under which the Service is used, including, without limitation, all related passwords and user identification information.
- 2.3 **Responsibility for Users:** Users within Customer’s installation premises (“Users”) are acknowledged to be 100% Customer’s responsibility for access, use, control, and/or restrictions of Service. Customer shall also be responsible for any abuse of the Service or damages caused by Users.
- 2.4 **Billing Information:** Customer agrees to provide complete and accurate billing information. Any changes to Customer’s legal name, address, phone number, or payment method must be reported to KPE within 30 days of the change.
- 2.5 **Charges:** Customer agrees that they are responsible for all charges posted to their account until they cancel the Service as outlined in Section 11.

3. Equipment

- 3.1 **Definition:** "Equipment" is defined as any products or materials provided by KPE, whether purchased or leased.
- 3.2 **KPE Owned Equipment:** Any Equipment that Customer has not purchased from KPE shall remain the property of KPE and shall not be deemed fixtures or part of Customer's realty. Customer shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter, or tamper with the Equipment (or KPE's ownership thereof) at any time.
- 3.3 **Equipment Location:** After the initial setup and installation, any reinstallation, return or change in the location of the Equipment shall be performed by KPE at current service rates in effect at the time of such service.
- 3.4 **Power Protection:** Customer agrees to connect all applicable Equipment to proper power/surge conditioners to protect them from damage.
- 3.5 **Equipment Loss:** Customer agrees and is responsible for preventing the loss and/or destruction of all Equipment provided pursuant to this Agreement. Equipment damaged as a result of lightning or other acts of nature is not covered by warranty. If in the event damage occurs as described in this section, Customer will be obligated to pay to replace previously damaged Equipment.
- 3.6 **Customer Owned Equipment:** Customer is not required to return, and KPE is not obligated to de-install, the antenna, mount, amplifier, cables, or any other Equipment purchased by Customer. If Customer elects to have the complete system or any part of the Equipment professionally de-installed, Customer will be responsible for all applicable de-installation charges. Customer will not receive a credit or refund for original installation charges or other fees.

4. Service Commitment

- 4.1 **Notice to Cancel:** Service is provided to Customer on a month-to-month basis with no long-term contracts. Customer agrees to provide one (1) months' notice before canceling the Service with KPE. Customer is responsible for all Service charges during the entire month in which the cancellation request is received as well as all Service charges for the entirety of the following month. There are no refunds once Service fees have been paid for any month unless Customer is inside of an agreed-upon trial-period.
- 4.2 **Rate Changes:** Rates are subject to change at any time with or without notice. KPE will strive to provide a minimum of 30 days' notice to Customer ahead of any rate increases that are within the control and discretion of KPE. Rates are also subject to change, outside of KPE's control, by the Carriers or Supplier. In such cases, KPE will strive to provide the same 30 days' notice to Customer but is under no obligation to do so.

4.3 **Delinquency:** KPE, at its sole discretion, may suspend or cancel your Service at any time if your account becomes delinquent. KPE may charge a reinstatement fee, as defined in Section 6, for restoring Service to a suspended account. While your account is suspended, regular charges will continue to accrue until you cancel your account.

5. Payments

5.1 **Recurring Due Dates:** Payments for recurring Service charges are due on the same day each month for the months in which charges are incurred. This day will be defined when the Customer signs up for the Service. If no date is specified, the 15th will be used for this purpose.

5.2 **Non-recurring Due Dates:** Payments for non-recurring charges are due according to the terms as indicated on the associated invoice.

5.3 **Card on File:** Customer agrees to provide and maintain an active major credit or charge card (i.e., MasterCard, Visa, American Express, or Discover) that KPE may charge for all Fees defined in Section 6. Customer hereby authorizes KPE to bill the provided credit or charge card for all such Fees.

5.4 **Taxes:** Customer agrees to pay all sales and use taxes for the Equipment and Service.

5.5 **Interest:** If Customer payment is not received by KPE before the next Service invoice or statement is issued, Customer may be charged interest on the delinquent balance at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, prorated on a daily basis.

5.6 **Collection Fees:** Customer is responsible for any attorney and collection fees arising from efforts to collect any unpaid balance on Customer's account.

5.7 **Billing Errors:** If Customer believes that they have been billed in error, Customer must contact KPE within 60 days of the invoice or transaction date of the charge. No refunds or adjustments will be given for charges after 60 days unless proper notification has been received from Customer.

6. Fees

6.1 **Fees Nonrefundable:** All fees, unless stated otherwise, are nonrefundable.

6.2 **Early Termination Fee:** There are no contracts or early termination fees. However, Customer is required to provide proper notice of Service cancellation as stated in Section 4.1 and is responsible for all charges as stated therein.

- 6.3 **Unreturned Equipment Fee:** Any Equipment provided by KPE for use of the Service that was not purchased by Customer must be returned within 30 days after the cancellation or termination of Service. This Equipment will typically be limited to just the internet service modem. If all leased Equipment is not returned within 30 days, Customer will be charged a \$250 Unreturned Equipment Fee.
- 6.4 **Collections Fee:** If Customer's account becomes delinquent, a \$25 Collection Fee will be charged in cases wherein KPE must contact Customer to bring their account up to date.
- 6.5 **Reinstatement Fee:** If KPE must suspend Customer's Service as a result of non-payment, a \$35 Reinstatement Fee will be charged to restore Customer's account to active status.
- 6.6 **Late Fee:** A Late Fee of \$15 will be applied to accounts with a past-due balance.
- 6.7 **Additional Fee:** Customer agrees to pay for any additional fees incurred by KPE or by its Carriers or Supplier as a result of any action, inaction, abuse, or misuse related to the Service, or any violation of this Agreement, by Customer or Customer's Users.

7. Use of the Service

- 7.1 **Customer Access:** Customer shall be responsible for all access to and use of the Service through their account or password(s) and for any fees incurred for goods or services purchased thereon, or any other expenses incurred as a result of any use of the Service.
- 7.2 **Password Confidentiality:** Customer is responsible for maintaining the confidentiality of passwords used through the Service by them or members of their household or business.
- 7.3 **Premises:** Use of the Service is limited to members of Customer's home or business within the premises of the Service address.
- 7.4 **CONTENT:** CUSTOMER ACKNOWLEDGES THAT INTERNET SITES, AND USE OF THE INTERNET, MIGHT CONSIST OF, INCLUDE AND/OR PROVIDE ACCESS TO IMAGES, SOUNDS, MESSAGES, TEXT, SERVICES OR OTHER CONTENT AND MATERIAL THAT MAY BE UNSUITABLE FOR MINORS AND THAT MAY BE OBJECTIONABLE TO MANY ADULTS. CUSTOMER ACKNOWLEDGES THAT KPE IS NOT RESPONSIBLE FOR ANY SUCH CONTENT OR MATERIAL, AND THAT ACCESS TO SUCH CONTENT AND MATERIAL THROUGH THE SERVICE IS AT CUSTOMER'S SOLE RISK.
- 7.5 **Service Access:** Customer is responsible for providing and maintaining all necessary devices and software for accessing the Service.
- 7.6 **Law Compliance:** Customer agrees to comply with all applicable laws, rules, and regulations in connection with the Service, Customer use of the Service, and this Agreement.

7.7 Software: To facilitate your use of the Service, KPE may, but is not required to, provide Customer with software and written materials, including documentation (the “Software”). Subject to the terms of this Agreement, KPE grants Customer a personal limited, non-exclusive, non-sublicensable, and non-transferable license to use the Software on any machine(s) on which Customer is the primary user or which Customer authorizes for use. Unauthorized copying of any portion of the Software is expressly forbidden. Customer may not sublicense, assign, or transfer this license or the Software except as expressly permitted by KPE. Any attempt to sublicense, assign or transfer any of the rights, duties, or obligations under this license is void. Customer agrees that they shall not permit others to copy, duplicate, reverse engineer, decompile or create derivative works from the Software, in whole or in part, including any written materials provided in conjunction with the Software. KPE may occasionally provide automatic software and technology upgrades to improve the Service. Customer agrees to accept and to take no action to interfere with such automatic upgrades.

7.8 Not for Resale: Customer agrees not to reproduce, resell, transfer, trade, sublicense or exploit for any commercial purposes their subscription to the Service or any portion thereof, or any capabilities or applications enabled by the Service. Customer must take appropriate steps to keep their account passwords protected.

7.9 Screening: KPE may, but shall not have any obligation to, screen content transmitted through and stored on the Service for objectionable material and material that violates any law or regulation, or the terms of this Agreement. KPE may, but shall not have any obligation to, remove from the Service, or refuse to store or transmit, any objectionable content. Customer agrees to bear all risks associated with any and all content used, transmitted, or received on or through the Service and agrees that Customer will not rely on any such content.

8. Limited Warranty on Equipment

8.1 KPE Purchased Equipment: Under normal use and wear conditions, all Equipment purchased from KPE will be covered for 90 days, so long as the damaged Equipment is not damaged as part of one of the Exclusions below.

8.2 Manufacturer Warranty: Manufacturers may provide additional warranties. It is Customer’s responsibility to work with the manufacturer for any Equipment repairs or replacements after the KPE provided warranty period. Equipment repairs or replacements by KPE after 30 days may include additional labor and material charges.

8.3 KPE Responsibility: KPE will repair or replace, at its own expense, all equipment under a valid warranty period with respect to covered damages as set forth herein. Reconditioned replacement components, parts, units, or materials may be used if the Equipment is repaired or replaced under KPE’s limited warranty.

8.4 Leased Equipment: Leased Equipment will be replaced at no charge if a failure occurs during normal conditions and use, and not as part of one of the exclusions noted below.

8.5 Exclusions: Damages or other performance issues with Equipment, whether leased or purchased, occurring as a result of or in connection with any of the following circumstances or conditions are excluded from, and will not be covered by, KPE's limited warranty:

- 8.5.1 Non-professional installation; repointing of the antenna; or removal, repair, or disassembly of Equipment by anyone other than a KPE-authorized service technician.
- 8.5.2 Failure to follow manufacturer product instructions.
- 8.5.3 Fire, flood, wind, lightning, earthquake, or other natural disasters.
- 8.5.4 Spills of food or liquids.
- 8.5.5 Problems with or resulting from electrical power or a power surge.
- 8.5.6 Damage occurring as a result of not being properly protected as defined in Section 3.4.
- 8.5.7 Misuse, abuse, accident, vandalism, alteration, or neglect.
- 8.5.8 Use in combination with other external devices not manufactured or provided by KPE.

8.6 Additional Charges: Customer agrees to pay for any Equipment that has been repaired or replaced as part of the KPE limited warranty if, upon further inspection, the Equipment is found to have been damaged as a result of one of the above Exclusions.

8.7 No Scope Increase: No oral or written information or advice given by KPE, its sub-licensees, dealer, distributors, agents, or employees shall create a warranty, or any way increase the scope of this limited warranty, and Customer may not rely on any such information or advice. This limited warranty gives Customer specific legal rights. Customer may have other rights, which vary from state to state.

9. Disclaimer of Warranties on Service

9.1 KP EVOLUTIONS DOES NOT OFFER ANY WARRANTY IN CONNECTION WITH THE SERVICE OR THE PROVIDER OR CARRIERS EQUIPMENT. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.2 KP EVOLUTIONS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, OR OPERATE AT ANY MINIMUM SPEED. CUSTOMER AGREES THAT THEIR USE OF THE SERVICE AND THE PROVIDER OR CARRIER EQUIPMENT, AND SUCH USE BY ANYONE USING CUSTOMER'S ACCOUNT, IS AT CUSTOMER'S SOLE RISK. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY KPE, ITS EMPLOYEES, DEALERS, OR THE LIKE SHALL CREATE A WARRANTY.

9.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER KPE NOR ANY OF ITS INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, CARRIERS, LICENSORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR INABILITY TO USE THE SERVICE WITHOUT LIMITING THE FOREGOING. IF FOR ANY REASON ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT THE MAXIMUM, SOLE AND EXCLUSIVE LIABILITY OF KPE, ITS LICENSEES, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES OR THIRD PARTY CONTENT PROVIDERS, IF ANY, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO KPE BY CUSTOMER FOR SERVICES FURNISHED UNDER THIS AGREEMENT FOR THE PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE, AND CEASING UPON THE DISCOVERY AND RECTIFICATION OF SUCH, IN WHOLE OR IN PART, PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

9.4 Without limiting the foregoing, KPE shall not be responsible for (a) any failure to transmit or store, or for any deletion of any communication, message, e-mail, or content transmitted through, sent to, or received by the Service; or (b) any modification, suspension, interruption, or discontinuance of the Service.

10. Indemnity

10.1 Customer agrees to indemnify and hold harmless KPE and its Carriers, Suppliers, shareholders, officers, directors, employees, agents, representatives, and affiliates against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorney's fees ("Claims"), directly or indirectly arising out of, or related to Customer's or any User's use of the Service. This includes, without limitation, responsibility for all such Claims arising, in whole or in part, out of or in connection with: (1) any action or inaction by Customer or Users in violation of this Agreement or any law or regulation; (2) any negligence, gross negligence, or willful misconduct on the part of Customer or any User; and (3) any personal injury or property damage arising in connection with the installation of KPE Equipment on Customer's premises, irrespective of whether or not the Claim results in whole or in part from KPE's own negligence.

11. Termination of Service

- 11.1 **Notice:** Customer may terminate Service at any time by contacting KPE by mail or email. Any notice of termination of Service must be made by you in writing under the terms provided herein. Customer agrees to the required notice and conditions as defined in Section 4.1.
- 11.2 **Completion:** Customer's termination will only be complete when Customer receives confirmation by KPE. After receiving your cancellation confirmation, your Service will continue until the end of the next billing cycle and is subject to Service fees as defined in Section 4.1. current billing cycle.
- 11.3 **No Prorated Refunds:** No prorated refunds are given for cancellations during the middle of a billing cycle.
- 11.4 **Leased Equipment:** Upon terminating Service with KPE, Customer agrees to return all leased Equipment (typically modems) in the time frame specified in Section 6.3, or will be required to pay the Unreturned Equipment Fee as defined therein. Equipment must be returned to an appropriate KPE facility. If dropping the equipment off in person, KPE must be contacted in advance to ensure that personnel will be available to receive the Equipment. Customer is responsible for insuring and tracking any Equipment returned by a parcel carrier service.
- 11.5 **Termination Liability:** Failure to terminate in accordance with this Agreement may result in Customer's continued liability for all fees and charges associated with Customer's Service account.
- 11.6 **Customer's Right:** Except as may be otherwise provided in this Agreement, Customer agrees and understands that cancellation of Customer's Service is Customer's sole right and remedy with respect to any dispute with or claim against KPE.
- 11.7 **KPE's Right:** KPE may terminate Customer's Service at any time, without cause by providing 30 days' notice, so long as the reason for termination is within KPE's sole control. KPE may terminate Customer's service at any time, without notice, if KPE's ability to provide the Service is terminated by the Supplier or Carriers, or if KPE determines, in its sole absolute discretion, it will no longer be reasonably feasible or practicable for KPE to continue to provide Service to Customer for any reason.
- 11.8 **Violations:** If Customer or any person using Service through Customer's account violates the terms and conditions of this Agreement, KPE reserves the right to terminate Customer's Service immediately, without notice. This includes failure to pay any charges to Customer's account, or any abuse of the Service, as determined by KPE in its sole absolute discretion.

11.9 Outstanding Balances: After Customer's Service has been terminated, Customer is still responsible for paying any outstanding balances on Customer's account and any fees related to the termination of the Service.

12. Dispute Resolution

12.1 EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS RELATING IN ANY WAY TO THIS INTERNET ACCESS AGREEMENT, DIRECTLY OR INDIRECTLY, SHALL BE SETTLED BY BINDING ARBITRATION AS SET FORTH HEREIN. CUSTOMER AGREES TO PROVIDE A WRITTEN NOTICE OF ANY DISPUTE TO KPE DESCRIBING THE ISSUE(S) IN DISPUTE AT LEAST THIRTY(30) DAYS PRIOR TO FILING A FORMAL CLAIM FOR ARBITRATION. IF THE PARTIES ARE THEREAFTER UNABLE TO REACH A RESOLUTION OF THE DISPUTE WITHIN THIRTY (30) DAYS OF NOTICE, CUSTOMER MAY PROCEED WITH FORMAL DISPUTE RESOLUTION HEREUNDER. ARBITRATION MUST BE CONDUCTED UNDER THE RULES AND PROCEDURES OF, AND BE CONDUCTED BY, THE AMERICAN ARBITRATION ASSOCIATION. CUSTOMER AND KPE AGREE THAT NO DISPUTE OR CLAIM MAY BE BROUGHT OR MAINTAINED AS PART OF A CLASS ARBITRATION OR OTHER REPRESENTATIVE ARBITRATION, REGARDLESS OF WHETHER THE APPLICABLE ARBITRATION RULES WOULD OTHERWISE PERMIT CLASS OR REPRESENTATIVE PROCEEDINGS. ACCORDINGLY, CUSTOMER AND KPE MAY ONLY PURSUE A CLAIM AGAINST THE OTHER ON AN INDIVIDUAL CAPACITY, AND MAY NOT PURSUE A CLAIM AGAINST THE OTHER ON BEHALF OF ANY OTHER PERSON OR ORGANIZATION, AND NO OTHER PERSON OR ORGANIZATION MAY PURSUE A CLAIM ON BEHALF OF CUSTOMER OR KPE AGAINST THE OTHER. AN ARBITRATOR MAY ENTER AN AWARD 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.

12.2 Notwithstanding Section 12.1 the parties agree that KPE may bring suit against Customer in any state or small claims court located in Tyler, Smith County, TX for purposes of collecting any unpaid charges related to the Service or Equipment.

13. Miscellaneous

- 13.1 Agreement Modifications:** KPE reserves the right to modify this Agreement at any time. In the event that Customer does not agree to such revisions, Customer may terminate their subscription (as provided herein) and stop using the Service before the later of the effective date of such modifications or thirty (30) days after such notice is delivered, in which event Customer will not be bound by such modifications. Otherwise, Customer's continued use of the Service after such time constitutes Customer's full acceptance of such modifications.
- 13.2 Customer Transferability:** Customer agrees that under no circumstances can Customer transfer Customer's rights and obligations under this Agreement to a third party without KPE's express prior written consent. Unless otherwise agreed in writing, Customer's right to use the Service, or to designate other users of Customer's account, is not transferable and is subject to any limits established by KPE. This Agreement will terminate immediately upon Customer's death.
- 13.3 Dispute Resolution:** This Agreement is made in the State of Texas, and any dispute resolution shall be conducted under the laws of the State of Texas.
- 13.4 Notices:** By applying for or using the Service, Customer consents to receive all agreements, disclosures, policies, notices, and other information (collectively, Notices) provided by KPE or its affiliates via paper and/or electronic delivery at KPE's sole and absolute discretion.
- 13.5 Enforcement:** KPE may enforce or decline to enforce any or all of the terms of this Agreement at its sole discretion without waiving its rights to enforce such provisions in the future.
- 13.6 Claim Filing:** Customer agrees that, regardless of any statute to the contrary, any claim or cause of action arising from or related to use of the Service of this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 13.7 KPE Transferability:** KPE may sell, assign, or transfer your account to a third party without notice to Customer.
- 13.8 Supplier Liability:** The Supplier of Services to KPE shall have no liability whatsoever for Customer's losses, claims, or damages for any cause whatsoever, including but not limited to any failure or disruption of Services provided hereunder, regardless of the form of action, whether in contract or in tort or otherwise. Customer shall not be deemed a third-party beneficiary of any contract between KPE and KPE's supplier.