

Elev8 Cloud Technologies Mobile2Go Service Terms of Use. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS COMPLETELY.

Description of Service:

Elev8 Cloud Technologies, LLC (ELEV8) Mobile2Go Service provides a wireless Internet failover Solution for its “Wireless Internet Service” that is used in conjunction with Customer’s existing failover systems and/or Primary Network Connections (collectively “Eligible Services”) to better ensure Service availability and/or redundancy for the Customer in the event of Primary Outages at locations where Customer uses ELEV8 Wireless Internet Services. The Service provides Customer with a 4G-LTE wireless link utilizing cellular network service furnished by one or more participating wireless carriers (“Participating Carriers”) via a wireless modem the Customer either purchases or rents and installs and configures for either automatic failover or manual plug-in, based on the elements and configuration of its particular network and routers. Where the customer’s network routers do not support failover functionality, the Customer must manually plug in the Mobile2Go modem into their WAN port on the router for each Customer location. ELEV8 pre-configures the modem for each Customer location based on the foregoing.

Definition of Terms. For purposes of these terms and conditions, all technical terms shall have and find their meaning in Newton’s Telecom Dictionary 28th Edition or higher, author Harry Newton, Published by CMP Books (2014) in the event of any ambiguity.

Service and Intended Customer Use. ELEV8 Mobile2Go Wireless Internet Services are intended for use by Customer as a failover solution for Eligible Services of ELEV8 only. Customer acknowledges that wireless Internet modems are portable and must always be active in order to carry traffic. Customer will be responsible for all charges associated with modem usage by its employees and/or End Users.

Pricing and Charges. Customer acknowledges that all applicable pricing, charges, costs, regulatory fees, and taxes shall be detailed in their Subscription Service Order Agreement and that ELEV8 may amend such pricing, charges, costs, regulatory fees, and taxes from time-to-time as it deems necessary or as required by law.

No Service Level Agreements (SLA’s). ELEV8 Wireless Internet Service is provided to Customer strictly on an “AS IS” basis and there are no implied or expressed representations as to customized, specialized, dedicated or private-line carriage of service by ELEV8 and underlying Data Carriers in transporting Service, or any uplink or downlink of Service.

No Class of Service (Cos). Class of Service is not available for traffic carried over ELEV8 Wireless Internet Services.

Term. ELEV8 Wireless Internet Services ordered will have a term dictated by the Subscription Service Order and shall toll from the Start of Service Date therein for the number of years or months agreed to by Elev8. The Service Order Agreement will have one of two options:

Up-Front Hardware purchase of the Modems and Devices. Under this plan, Customer purchases fail-over Devices up-front, ELEV8 Mobile2Go Wireless Internet Service is provided on a reoccurring month-to-month basis with payment due and payable to ELEV8 at the beginning of each and every month of Service - Service may be cancelled under this Plan upon thirty (30) days prior notice to ELEV8.

Hardware Rental of the Modems and Devices. Under this plan, Customer rents fail-over Devices from ELEV8 on a month-to-month basis, ELEV8 Mobile2Go Wireless Internet Service is provided on a reoccurring month-to-month basis with payment due and payable to ELEV8 at the beginning of each and every month of Service - Service may be cancelled under this Plan upon thirty (30) days prior notice to ELEV8.

Security between Customer Network and Service. Personal Data Protection. During the Term of the Service Order Agreement, and in connection with the processing and management of personal data received hereunder, each party (Customer and ELEV8) shall comply with all applicable laws, rules, regulations, regulatory requirements and codes of practice related to such handling and management of personal data (“Data Protection Laws”) and (ii) implement commercially reasonable technical and organizational security procedures and measures to preserve the security and confidentiality of the personal data received under this Agreement. Neither party shall do any act that puts the other party in breach of its obligations under the Data Protection Laws. Each party agrees to obtain all necessary consents under the Data Protection Laws and will not pass personal data to third parties without prior notification to the data subject

Unauthorized Access or Interception of Wireless Data. Customer acknowledges and agrees that neither ELEV8 nor its underlying providers will have responsibility for the selection and use of any codes or passwords as may be permitted or required for the use of the ELEV8 Wireless Internet Services by Customer and/or End Users. Customer further agrees that neither ELEV8 nor the underlying provider nor any Participating Carrier can guarantee the privacy or security of any transmission and Customer acknowledges that ELEV8 Wireless Internet Services are capable of being intercepted by third parties without the knowledge or permission of ELEV8, the underlying provider, Customer or any End User. Accordingly, ELEV8, underlying providers, and/or Participating Carriers shall not be liable to Customer or any third party (including without limitation any End User) for interception or use of any ELEV8 Wireless Internet Service by unauthorized third parties.

Network Security and Data Loss. The Customer shall be solely liable for the ongoing protection and security of the Customer’s internal network and servers used in connection with the ELEV8 Wireless Internet Service and failover Solution. Under no circumstances shall ELEV8 assume responsibility for the loss of information on the Customer’s internal servers or network. The Customer is solely liable for its own secure backup of all data on its internal server and is responsible for rebuilding their environment in the event of loss of this information caused by failure of that server, or by any act, by any party, whether accidental or intentional.

Abuse or Fraudulent Use. General. Customer shall not assist or participate in any fraudulent use or abuse of any ELEV8 Wireless Internet Service. Customer agrees to promptly report to ELEV8 any abuse or fraudulent use of which Customer becomes aware and agrees to fully cooperate in any investigation or prosecution initiated by ELEV8 or a Participating or Underlying Carrier. Customer acknowledges that ELEV8 Service to a wireless modem may be restricted or cancelled if there is a reasonable suspicion of abuse or fraudulent use. Customer further acknowledges that a Participating Carrier may temporarily block automatic roaming due to fraudulent usage. Customer shall have sole liability for charges, costs or damages resulting from any abuse or fraud by Customer, Customer’s employees, Customer’s agents or End Users. Abuse and fraudulent use of the ELEV8 Wireless Internet Services include, but are not limited to: (i) attempting or assisting an unauthorized person to access, alter, or interfere with the communications of and/or information about another wireless customer; (ii) tampering with or making an unauthorized connection to the ELEV8 or

underlying provider network, or the network of a Participating Carrier; (iii) using the ELEV8 Wireless Internet Service in an unauthorized manner so as to interfere unreasonably with the use of the service by other customers of ELEV8 or the underlying provider, or End Users, or to interfere unreasonably with ELEV8's ability to provide the ELEV8 Wireless Internet Services; (iv) intentionally using ELEV8 Wireless Internet Service to convey obscene, salacious, or unlawful information;

(v) any unauthorized use of ELEV8 Wireless Internet Service through the unauthorized modification of an authentication method associated with a wireless modem provided hereunder; or (vi) any other violation of the ELEV8 Acceptable Use Policy (AUP) or Service Order Agreement.

Limited Manufacturer Warranty on Modem. ELEV8 holds a One (1) Year Warranty on some of the Modem and Operating Software Components. In the event of defect, ELEV8 will repair or replace this product with new or reconditioned parts. Replacement parts and products assume the remaining original warranty. This Limited warranty covers manufacturing defects in materials and workmanship encountered in normal use of this product, unless and except to the extent otherwise expressly provided in this statement. This Limited Warranty shall not apply to the following, including by way of example and not limited to damage which occurs in or related to: shipping; delivery and installation; applications and uses for which this product was not intended; altered products or serial numbers; cosmetic damage or exterior finish; accidents, abuse, neglect, fire, water, lightning or other acts of nature; use of products, equipment, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied and authorized by ELEV8; incorrect electrical line voltage, fluctuations and surges; customer adjustments and failure to follow operating instructions, cleaning, maintenance and environmental instructions that are covered and prescribed in any instructions provided with the product. ELEV8 does not warrant against totally uninterrupted or error-free operation of the product.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THE PROVISION OR USE OF THE SERVICES OR ANY OTHER OBLIGATION OF SUCH PARTY UNDER THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS (EXCEPT WITH RESPECT TO THE FEES AND OTHER CHARGES AND AMOUNTS PAYABLE UNDER THIS AGREEMENT), ANY DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FOR INTERRUPTED COMMUNICATIONS, OR FROM ANY DEFECT, ERROR, OR MALFUNCTION OF ANY SERVICE; PROVIDED, OR ANY OTHER ACTION REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, OR WARRANTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of Warranty on Modems and Devices. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE, AND NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTEE GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON ELEV8. ELEV8 SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF ELEV8 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL RECOVERY OF ANY KIND AGAINST ELEV8 BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE SERVICES OR PRODUCT SOLD BY ELEV8 AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, PURCHASER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PURCHASER AND THE PURCHASERS PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE PRODUCT SOLD BY ELEV8 NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF ELEV8. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY

Indemnification. CUSTOMER shall indemnify/hold harmless, and defend, at its sole cost and expense, ELEV8 (including its officers, employees and agents) against and from any and all claims, actions, suits, proceedings, damages, liabilities, losses, fines, penalties, expenses, attorney fees and all other associated costs arising out of, or related in any manner whatsoever to CUSTOMER's (or alternatively its employee's or end-user's) real or alleged wrongful, acts or omissions (whether tortious or contractual) in connection with the use of ELEV8 services and or the ELEV8 failover solution.