

ELAUWIT NETWORKS
ACCEPTABLE USE POLICY AND AGREEMENT
(“AUPA”)

1. COVERAGE OF THIS AUPA

The following terms apply to your use of and access to any Elauwit Networks owned or operated websites ("Website"), any electronic transmission(s) sent, received, posted, accessed, or stored via any Elauwit Networks network ("Network"), including without limitation its wireless networks, wired networks; Internet services; Elauwit Networks email servers; and the Elauwit Networks TIPS CD (“CD”). For purposes of this Acceptable Use Policy and Agreement (“AUPA”) the Website, Network, and CD are sometimes collectively referred to as “Network Resources.” For purposes of this AUPA, “Owner” shall be defined as the owner or manager of a property that provides Network Resources to you. You have access to Elauwit Networks’ Network Resources via (i.) a direct agreement between you and Elauwit Networks (“Agreement”); (ii.) a third party agreement between you and the owner or manager of a property at which you gain access to Network Resources, (“Owner); (iii.) Service provided to a party that has an agreement directly with Elauwit Networks or an Owner; or (iv.) service provided in a public space for general use. Any agreement between you and an Owner under which Networks Resources are provided to you shall be defined as “Owner’s Agreement”. Your use of Network Resources is at all times subject to the terms and conditions of (i.) this AUPA; (ii.) the terms and conditions of the Agreement: and/or (iii.) if applicable, the terms and conditions of the Owner’s Agreement. Elauwit Networks may require you to create a user account to gain access to any or all Network Resources and may also periodically require you to confirm active account status via an account login screen or other method. Both Elauwit Networks and Owner may utilize login screens or other elements of the Network Resources to provide messages and where applicable, additional content to you. In addition to any Agreement(s), and any Owner’s Agreement(s), this AUPA describes the term, conditions and policies that govern your access to and use of our Network Resources. By accessing or using our Network Resources, you agree to the terms of the AUPA, which Elauwit Networks may modify from time to time. If you do not agree to accept and comply with the terms of the AUPA, your use of the Network Resources is expressly forbidden.

- In the event you are in default of any of the terms of (i) this AUPA, (ii) any Agreement; or any Owner’s Agreement (including all property rules and regulations) then Elauwit Networks shall have the right, in addition to all other rights and remedies, to limit, suspend and/or discontinue your access to Network Resources.

2. LINKS TO THIRD-PARTY SITES/USE OF SOFTWARE

The Website and CD may contain links to other websites (“Third Party Websites”)

and software (“Third Party Software”) that have been developed and are maintained by third parties. For purposes of this AUPA, Third Party Websites and Third Party Software are sometimes collectively referred to herein as (“Third Party Resources”). Elauwit Networks has no control over Third Party Resources. Third Party Resources are provided for convenience only. Use of Third Party Websites will cause you to leave our Website and use of Third Party Software will cause your computer to run programs that we do not control. Therefore, use of any Third Party Resource is entirely at your own risk. Elauwit Networks makes no representation or warranty concerning or the information, products or services offered or appearing on or through Third Party Resources. Elauwit Networks does not sponsor or endorse the operators of the sites, creators or providers of the software, or the content, products or services they provide, and Elauwit Networks is not responsible or liable for the conduct of the sites' operators, the content, availability, accuracy, quality, advertising, products, services or other materials offered at the sites. As with any software, execution and/or installation of any Third Party Resources may result in compatibility and/or stability issues on with your computer. If you are unsure of whether or not to utilize any of the tools or information provided on the CD, please consult your computer manufacturer or other computer professional.

3. PROHIBITED USE

You may access and use our Network Resources only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via our Network Resources. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. Additional prohibited activities include, but are not limited to:

- 1 Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- 2 Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- 3 Export Violations:** Including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- 4 Fraudulent Conduct:** Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, chain letters, and pyramid schemes).
- 5 Failure to Abide by Third-Party Website Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server,

computer database, or website that you access.

6 Harmful Content: Disseminating or posting harmful content including, without limitation, viruses, worms, automated software agents/programs or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.

7 Electronic Transmissions: The following electronic transmissions are prohibited:

- a Spam: unsolicited advertisements, solicitations, commercial e-mail messages or promotional messages of any kind;
- b Unsolicited informational announcements;
- c Chain mail;
- d Numerous copies of the same or substantially similar messages;
- e Empty messages;
- f Messages which contain no substantive content; or
- g Very large messages or files that disrupt a server, account, newsgroup, or chat service.
- h Participate in collecting e-mail addresses, screen names, or other identifiers of others (without Elauwit Networks' prior written consent), a practice sometimes known as spidering or harvesting;
- i Participate in using software (including "spyware") designed to facilitate such activity;
- j Collect responses from unsolicited messages; or
- k Use any of our mail servers or another site's mail server to relay mail without the express permission of the account holder or the site.

4. NETWORK SECURITY AND INTEGRITY/CRIMINAL AND CIVIL LIABILITY

Your use of the Network Resources may not interfere with the integrity of our Network. You understand and acknowledge that the Network Resources is a shared network. Any conduct that interferes with Elauwit Networks' ability to provide service to others, including the use of excessive bandwidth, is prohibited. You may not violate this AUPA and/or the security or operation of our Network Resources in any way. Such violations may result in criminal or civil liability. Elauwit Networks may, but is not obligated to, investigate any violation of our Network. Elauwit Networks may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Elauwit Networks products services or sending, receiving, posting, accessing, or storing any electronic transmission via our Network, you agree to cooperate, as well, in any such investigation. Examples of Network security violations include, without limitation:

- **Probing/Scanning:** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- **Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner/manager of the system or network and Elauwit Networks.
- **Intentional Interference:** Interference with service to any user, host or network including, without limitation, denial-of-service attacks or other flooding techniques, deliberate attempts to overload a system, or broadcast attacks.
- **Falsification of Origin or Routing Information:** Altering any packet or application information to conceal or obfuscate the source or destination of the traffic. This includes, without limitation to, altering hardware MAC addresses, IP addresses, computer names, falsification of email addresses and/or return email addresses or other distinguishing identifiers.
- **Avoiding System Restrictions, Access Controls, Or Resource Allocation:** Using manual or electronic means to avoid any limitations, restrictions, or resource allocations established by Elauwit Networks. This includes, without limitation to, attempts to gain unauthorized access to, alter, or destroy any information that relates to any Elauwit Networks customer, end-user, or Resource, alteration of factory-set device parameters and identifiers, non-compliance with Elauwit Networks Network Resource allocation methods, or any other attempt to subvert Elauwit Network system restrictions, access controls, or allocation or network resources.

5. INVESTIGATION AND ENFORCEMENT OF THE AUPA

All users of the Services must adhere to the terms of this AUPA. We have the right, but are not obligated, to strictly enforce this AUPA through self-help, active investigation, litigation and prosecution. Elauwit Networks may, but is not obligated to, take any action it deems necessary to protect its Website and Network, its rights or the rights of its customers or third parties, or (2) optimize or improve its Website, Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block any traffic sent through the Website or Network. Elauwit Networks may, in its sole discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any preference you may have communicated to us. We may also access and disclose any information (including transactional information) related to your access and use of our Website or Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services. INDIRECT OR

ATTEMPTED BREACHES OF THIS AUPA, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THIS AUPA BY SUCH COMPANY, CUSTOMER OR USER.

6. DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH AN ELAUWIT NETWORKS NETWORK RESOURCES. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH ELAUWIT NETWORKS NETWORK RESOURCES IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." ELAUWIT NETWORKS, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS NETWORK RESOURCES. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. ELAUWIT NETWORKS DOES NOT GUARANTEE THAT ITS NETWORK RESOURCES WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL ELAUWIT NETWORKS, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS NETWORK, WEBSITE OR CD. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND-FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES-EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF ELAUWIT NETWORKS, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY ELAUWIT NETWORKS NETWORK RESOURCES WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF ELAUWIT NETWORKS, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

7. GOVERNING LAW

This AUPA is governed by and must be construed under the laws of the State of Maryland. The federal and state courts of Annapolis, Maryland have exclusive jurisdiction over and venue of any suit that relates to this AUPA.

8. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Elauwit Networks from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this AUPA by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our Website or Network; or (5) your use of our Network Resources.

9. MODIFICATION OF THE AUPA

We reserve the right to modify this AUPA at any time, effective upon its posting, as modified on www.myElauwit.com. You agree to the AUPA by accessing or using our Network Resources, products or services, or by sending any electronic transmission through our Network.

10. PRIVACY POLICY

Elauwit Networks respects the privacy of visitors to our Website and users of our Network.

- Email addresses may be used to confirm account registration and for contacting users concerning issues about the network service. Users may receive periodic mailings to the address provided to confirm account status. Invalid email addresses may result in account deactivation.
- Account information is NOT intended for release to any outside companies. It is used for authenticating, contacting, and servicing users of Elauwit Networks' networks. Account information will be used by technicians and support staff to assist in troubleshooting network issues and may be used to notify you of network maintenance and repair information, abuses of the Acceptable Use Policy, updates to network services and information pertaining to trouble tickets and service requests.
- *Registration information may be given to property staff and will be verified against the property's leasing records. Invalid accounts will be immediately deactivated.*

11. MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision in this AUPA will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this AUPA. Elauwit Networks may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement

is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

12. QUESTIONS AND COMMENTS

Should you have any specific comments or questions regarding the Website, Network Resources, CD, products or services, or should you wish to bring to our attention any material you believe to be inaccurate. Please send such comments, including a copy of any material you wish to discuss to support@Elauwit.com

Effective January 1, 2015