

## **L3HARRIS BROADBAND MANAGED SERVICES TERMS OF USE**

These terms of use are entered into by and between You (also, "Customer") and L3 Technologies ("Company", "we" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of L3Harris Broadband Managed Service, incorporating: 1) cellular internet access data and 2) the management portal together known as the Services ("Services").

Please read the Terms of Use carefully before you start to use the Services. By using the Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services.

By using the Services, you represent and warrant that you are of legal age and have sufficient authority to form a binding contract with the Company. If you do not meet all these requirements, you must not access or use the Services. You must not allow any other user to access or use the Services without having them consent to these Terms of Use.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time/frequently/each time you access the Services, so you are aware of any changes, as they are binding on you.

### **Accessing the Services and Account Security**

We reserve the right to withdraw or amend the Services provided, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services to users.

You are responsible for making all arrangements necessary for you to have access to the Services, and all users must be made aware of these Terms of Use.

To access the Services, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide is correct, current and complete. You agree that all information you provide to register, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to these Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **1. Definitions**

1.1 “Internet Access Data” or “Data” means the Internet Protocol (IP) data packets that are transmitted over the internet as a result of running World Wide Web applications and services.

1.2 “Data Pool” means the collection of Data into a shared pool used by devices in a common group.

1.3 “Customer” means a person or organization that purchases, or is otherwise provided, Services from the Company, also “You.”

1.3 “Customer Content” means all content and material, in any format, provided by Customer or any of Customer Users run on or through, the Services including any Third Party Content that is brought by Customer into the Services by Customer.

1.4 “Devices” means L3Harris LTE-enabled end user devices or other Customer-sourced devices that are approved by L3Harris.

1.5 “Program Documentation” refers to the user manuals, help windows, readme files, etc. for the Services.

1.6 “Subscription Point” means an active line of service on the carrier network, and access to the data policy management tool. Each active device consumes one Subscription Point per month.

1.7 “Subscription Point Pool” means the collection of Subscription Points into a shared pool used by devices in a common group.

1.8 “Third Party Content” means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of L3Harris that You may access through, within, or in conjunction with Your use of, the Services.

1.9 “Users” means, for Services, those employees, contractors, and end users, as applicable, authorized by a customer or on a customer’s behalf to use the Services in accordance with this Agreement.

## **2. Use of the Services**

2.1 Except as otherwise stated in these Terms of Use and unless Services are earlier terminated in accordance with this Agreement, You will have a nonexclusive, worldwide, limited right to use the Services solely for authorized internal business operations and provided you have sufficient Subscription Points and Data in available. Customers are responsible for such Customer’s Users’ compliance with this Agreement.

2.2 During the Agreement, L3Harris may update the Services to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. L3Harris updates to the Services will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period.

2.3 You may not and may not cause or permit others to: (a) perform or disclose any benchmarking or availability testing of the Services; or (b) perform or disclose any performance or vulnerability testing of the Services without L3Harris’ prior written approval.

## **3. Ownership Rights, License Grant and Restrictions**

3.1 Customer or its licensors retain all ownership and intellectual property rights in and to Customer Content. L3Harris or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of L3Harris under this Agreement.

3.2 You may have access to Third Party Content through use of the Services. All ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to L3Harris; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any Third Party except as permitted by this Agreement.

## **5. Confidential Information and Privacy Policy**

5.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential (“Confidential Information”). Confidential Information shall be limited to the terms and pricing under this Agreement and Customer order, Customer Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

5.2 A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

5.3 Each party agrees not to disclose the other party’s Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party; howsoever, L3Harris will protect the confidentiality of Customer Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party’s Confidential Information in any legal proceeding or to a governmental entity as required by law.

5.4 The management portal is not intended to store Personally Identifiable Information. To the extent personal information is provided to the third party hosting the portal, the privacy policy related to that information is located at: <https://www.otarris.com/privacy-policy>.

## **6. HIGH RISK ACTIVITIES**

THE SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR ANY USE REQUIRING FAIL-SAFE, EMERGENCY OR MISSION CRITICAL PERFORMANCE IN WHICH THE FAILURE OF A SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, PHYSICAL OR ENVIRONMENTAL DAMAGE. THIS USE RESTRICTION INCLUDES, WITHOUT LIMITATION, THE OPERATION OF AIRCRAFT AND THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF NUCLEAR FACILITIES.

## **7. Limitation of Liability**

7.1 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER L3HARRIS, THE AFFILIATED ENTITIES, SUBCONTRACTORS, SUPPLIERS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE RESPONSIBLE OR LIABLE FOR DAMAGES OF

ANY KIND, HOWSOEVER DERIVED, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING THOSE RESULTING FROM LOST PROFITS, DATA, GOODWILL, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE TERMS, OR FROM THE USE OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. THE MAXIMUM AGGREGATE LIABILITY OF L3HARRIS, THE AFFILIATED PARTIES, SUBCONTRACTORS, SUPPLIERS, AND THE RELATED PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO L3HARRIS WITHIN THE PREVIOUS TWELVE (12) MONTHS FOR ACCESS AND USE THE SITE.

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL L3HARRIS, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF A DEVICE OR ANY OTHER HARDWARE OR EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.

7.3 The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Agreement or any other agreement and shall survive the expiration or termination of this Agreement.

## **8. Intellectual Property Indemnification**

8.1 L3Harris agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against You, based on an allegation that the Services furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if all payments then due to L3Harris for the purchase and/or use of Your related Services and if L3Harris is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. If, in any such suit arising from such claim, the continued use of the Services for the purpose intended is enjoined by any court of competent jurisdiction, L3Harris shall, at its expense and option, either: (a) procure for You the right to continue using the Services, or (b) modify the Services so that they become non-infringing, or (c) replace the Services or portions thereof so that they become non-infringing, or (d) discontinue the Services and refund the prepaid Services fee (less reasonable depreciation for use). The foregoing states the entire liability of L3Harris for intellectual property infringement by the Services and is subject to any limitation of total liability set forth in this Agreement.

8.2 The preceding subsection 8.1 shall not apply to the use of the Services in conjunction with any other hardware or software not supplied by L3Harris to the extent that such conjoined use causes the alleged infringement. As to any portion of the Services or use described in the preceding sentence, L3Harris assumes no liability whatsoever for intellectual property right infringement.

8.3 THE INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER INTELLECTUAL PROPERTY INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

## **9.0 Warranty**

9.1 L3Harris warrants that it will provide the Services in accordance with commercially reasonable standards in the industry. L3HARRIS DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT RECOMMENDED BY L3HARRIS, AND (C) THE SERVICES WILL MEET your REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT L3HARRIS DOES NOT CONTROL

THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. L3HARRIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. L3HARRIS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT, CUSTOMER'S APPLICATIONS OR THIRD PARTY CONTENT. L3HARRIS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

9.2 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND L3HARRIS' ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF L3HARRIS CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND L3HARRIS WILL REFUND THE FEES FOR THE TERMINATED SERVICES WHICH WERE PREPAID TO THE ORIGINAL PAYEE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

9.3 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **10. Term and Termination.**

10.1 These Terms of Use are valid for so long as the Services are being used.

10.3 L3Harris reserves the right, in addition to any other remedies it may retain in this Agreement or may be entitled to in law or equity, to terminate the Services at any time in the event:

10.3.1 You breach any material term or condition or fails to perform or observe any obligations or covenants of this Agreement and such failure and/or breach is not remedied within thirty (30) days of written notice from L3Harris; or

10.3.2 You petition for reorganization, readjustment or rearrangement of its business affairs under any laws or governmental regulations relating to bankruptcy or insolvency, or is adjudicated bankrupt or if a receiver is appointed for Customer, or if Customer makes or attempts to make an assignment for the benefit of creditors, or is unable to meet its obligations in the normal course or business as they fall due.

## **11. Third Party Content and Services**

The Services may enable You to link to, transfer Customer Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). L3Harris does not control and is not responsible for Third Party Services. Customer is solely responsible for complying with the terms of access and use of Third Party Services, and if L3Harris accesses or uses any Third Party Services on Customer's behalf to facilitate performance of the Services, Customer is solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to Customer, is authorized by the terms of access and use for such services. If Customer transfers or causes the transfer of Customer Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by Customer and not by L3Harris.

## **12. Export Control**

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and Customer and L3Harris each agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). Customer agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 Customer is solely responsible for the authorization and management of User accounts across geographic locations, as well as export control, and You will indemnify and hold L3Harris harmless from any violations of said controls, including any U.S. embargos or other federal rules and regulations restricting exports from the U.S.

#### **14. Severability.**

If any term or provision of the Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this Agreement and the remainder of its provision shall otherwise remain in full force and effect.

#### **15. Waiver.**

No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.

#### **16. General**

16.1 This Agreement supersedes all prior agreements, proposals, representations, and communications between L3Harris and You relating to the Services. In the event of a conflict in the terms and provisions of this Agreement and the terms and provisions of a customer purchase order, the terms and provisions of this Agreement shall govern.

16.2 The headings for each section are stated for convenience only and are not to be construed as limiting.

16.3 Each Party acknowledges that neither is an employee, agent, partner, contractor or representative of L3Harris. The respective obligations and rights of L3Harris and You are specifically limited by these Terms of Use. Each Party hereby specifically acknowledges that it does not have authority to incur any obligations or responsibilities on behalf of the other Party.

16.4 You acknowledge that any unauthorized use or disclosure of Services will cause irreparable damage to L3Harris and that injunctive relief or other equitable remedies may be necessary to prevent or minimize such damage to L3Harris. You agree that you will not contest the applicability of injunctive relief on any grounds other than no unauthorized use or disclosure of Services has occurred. In addition, L3Harris shall not be required to provide a bond or other financial security to obtain injunctive relief.

16.5 Nothing in this Agreement shall limit L3Harris from using the Services and/or licensing the Services to other parties.

16.6 Governing Law - The terms and conditions of this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles. L3Harris and You agree to exclude application of the U.N. Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) to this Agreement, if either were otherwise applicable.