



## CLLOUD SERVICES TRIAL TERMS AND CONDITIONS

The Cloud Services Trial Terms and Conditions (the "Agreement") provides the terms and conditions for the access and use of an applicant ("Company") to US Signal's provided Trial Services, as defined herein, and takes effect when Company agrees to such terms by clicking the "Submit" button. By Company's representative clicking the "Submit" button such representative further warrants that: 1) they are at least eighteen (18) years old; 2) Company is an on-going commercial concern; 3) they possess legal authority to bind Company; 4) they are in the physical confines of the continental United States of America; 5) all of its data shall be in compliance with all international and domestic law; 6) no data shall include any Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or Payment Card Information ("PCI"); and 7) they have not received Trial Services within the last ninety (90) days from US Signal.

US Signal's trial cloud services consist of the services identified in the online order form at <https://ussignal.com/promo/14-day-trial>, and are collectively referred to as the "Trial Service(s)". The Trial Services shall include 4.0 Mbps of Fixed Port Dedicated Internet Access ("DIA") with Cloud Bases Managed Firewall ("CBMF"). At the sole discretion of the US Signal Solution Architect, the Trial Services may also include Cloud Based Advanced Security ("CBAS") in lieu of the CBMF and/or DRaaS.

**Cloud Services.** Cloud Services are an Infrastructure as a Service ("IaaS") offering which include Resource Pools under the Trial Services ("Cloud Services(s)"). The Cloud Services are hosted in a US Signal managed data center which is connected directly to the US Signal data network. Resource Pools are logical sets of compute, memory and storage resources that are allocated to Company for Company to configure to its desired specifications. Resource Pools are hosted in a US Signal data center utilizing VMware virtualization technology. Company creates and manages the Cloud Service using VMware's vCloud Director which shall be provided to Company by US Signal. The compute and memory components may be allocated together in one (1) of the following ways: 1) Dedicated – One hundred percent (100%) of purchased compute, memory and storage are available at all times; or 2) Flexible – Dynamic availability of the compute and memory components which are dependent upon available resources. Storage is one hundred percent (100%) availability on the purchased components. Resource Pools are enabled for tiered storage with Gold and/or Silver Storage options. Gold Storage is designed for use with systems that require higher disk input/output operations per second ("IOPs") and is provided using a redundant array of independent disks ("RAID") configured storage area network ("SAN") that contains a combination of solid state drives ("SSD") and spinning disks. Silver Storage is designed for systems that are less disk intensive and is provided using a RAID configured SAN comprised of spinning disks. The Gold and/or Silver Storage are logically provisioned to Company's Resource Pool.

**Fixed Port DIA Service with CBMF or CBAS.** US Signal's Fixed Port DIA Service provides a continuous connection to the public Internet (the "Internet") across US Signal's protected backbone. Fixed Port DIA Service allows Company access to US Signal's network at a predetermined rate. CBMF is a type of managed security that places security at the private network perimeter and stands between Company's private network and the Internet. CBMF features shall be found at <https://ussignal.com/products/security/cloud-based-managed-firewall>. US Signal's initial set-up for Companies selecting CBMF shall allow up to one (1) site-to-site VPN tunnels. CBAS is a type of managed security appliance running as a dedicated virtual machine inside of a US Signal Managed Data Center that places security at the private network perimeter and stands between Company's private network and the Internet. The CBAS features may be found at <https://ussignal.com/products/security/cloud-based-advanced-security>. Company shall not be eligible for CBAS with multi-tenancy enablement. Company acknowledges that use of the CBMF or CBAS does not guarantee full protection from all security risks. Company is restricted from requesting changes to the CBMF or CBAS.

**Backup-as-a-Service ("BaaS").** BaaS is a backup solution supporting: 1) physical and virtual servers; and 2) Microsoft Windows workstations. US Signal shall operate and manage two (2) geographically diverse data center storage targets for Company backups. Company shall: 1) install the underlying software as agent-based; and 2) manage its backups via a US Signal provided web portal; Company's data shall be hosted on object based storage with erasure coding. Company is solely responsible for: (a) providing US Signal with a proper account administrator for provisioning of the BaaS service when initiating Company's request for the Trial Cloud Services; (b) configuration and management of Company's backup plans; and (c) providing US Signal's Network Operations Center adequate information in order to troubleshoot service related issues. Company shall not request any changes to the data storage targets for Company backups.

**Disaster Recovery-as-a-Service ("DRaaS").** Disaster Recovery-as-a-Service ("DRaaS") is a service whereby US Signal shall manage the recovery of Company's trial server environment by utilizing its third party vendor's virtual replication technology. US Signal shall provision Company a Cloud Service ("Cloud") to Cloud DRaaS for the Trial Services. US Signal shall manage the installation of all applicable applications to support the replication operation in both of Company's Cloud trial sites. After the installation of DRaaS software and any applicable components, US Signal



shall manage the Cloud based replication site to ensure successful recovery operations for the trial. Company shall be limited to five (5) or less virtual machines in the Cloud and designate up to five (5) consecutive calendar days' cumulative data retention for replicated data. Company shall be eligible for one (1) DRaaS test ("Test Event") during the Term as defined herein. Such Test Event shall include up to one (1) failover test. The Test Event shall be scheduled at a mutually agreed upon time between Company and US Signal's Solution Architect ("Designated Time"). During the Designated Time, the Test Event shall commence upon Company's declaration of such event to the Solution Architect and shall end upon: 1) the Solution Architect's confirmation to Company that the failover test is complete ("SA Confirmation"); and 2) Company's verification of the completion of the Test Event, provided such verification is provided no later than forty eight (48) hours after the SA Confirmation is provided to Company. Upon completion of the Test Event, Company shall no longer have access to the recovered virtual machine.

**Object Storage.** Object Storage is an application programming interface ("API") accessible storage platform designed to store unstructured data with high resiliency and availability. Access to the stored objects can be made to publicly accessible endpoints with credentialed S3 or Swift API calls. Data transit into and out of the Object Storage platform is provided to Customer at no additional charge.

**Trial Service Security.** Trial Services are designed to simulate US Signal's vCloud environment. In order to safeguard the integrity of the US Signal network and infrastructure, US Signal will only allow http/https/dns (ports 80, 443, 53) outbound traffic; all inbound packet types are blocked via the CBMF. This is to help ensure that the trial pools are not used for production data and/or traffic for any other unrelated purpose.

**Company acknowledges and agrees the Trial Services, or its components:**

- 1) Are for Company's trial of the services only and US Signal has no responsibility for any Company data and information Company elects to create, store, maintain, transmit or make accessible through the Trial Services or any of its components;
- 2) May be terminated, supplemented or modified without notice by US Signal at any time during the Term as defined herein;
- 3) Are non-transferrable and US Signal has no obligation to transfer the Trial Services into a commercially available product;
- 4) Company neither owns nor will it acquire any claim or right of ownership to any IP addresses assigned to Company for the use of the Trial Services;
- 5) The Fixed Port DIA Service with the CBMF is to provide Internet connectivity to the virtual environment, limited by the Trial Service Security as defined herein;
- 6) BaaS utilizes certain Acronis products installed on or used with Company's virtual machines. Company's use of the BaaS services shall be governed by Acronis' terms found at <https://ussignal.com/licensing> which may be modified at any time and are incorporated by reference herein, and made a part of the Agreement ("EULA"). Company shall indemnify, defend, and hold harmless US Signal and Acronis from and against any and all damages, fines, penalties, and claims, and all related costs and expenses to the extent arising out of or relating to any noncompliance by Company of the EULA.; and
- 7) Service Level Agreement(s) ("SLA(s)") or similar service arrangements, including service outage credits do not apply to the Trial Services.

**Trial.** Company may use the Trial Services free of charge for the Term of this Agreement. At US Signal's sole discretion, Company will receive access credentials in an invitation email from US Signal that shall provide Company access to the Trial Services for the Term ("First Day of Availability").

**Term.** The term begins on the First Day of Availability and continues for the duration of the US Signal designated term ("Term"). Upon expiration of the Term, this Agreement shall terminate.

**Company's Access to Data.** Upon termination of this Agreement, Company will not have access to Company's data and US Signal shall destroy any Company data that remains after the Term. Any data that remains after the Term shall be unrecoverable by either party.



**Ownership of Intellectual Property.** Each party retains all rights and title to its own respective trade secrets, inventions, copyrights, licenses, and other intellectual property and nothing in the Agreement or performance thereof shall convey, license or otherwise transfer any right, title, or interest to the other party.

**Acceptable Use Policy.** Company agrees to use the Trial Service to store, retrieve and serve software applications, data and /or content owned, licensed or lawfully obtained by Company. Company agrees to not use, nor shall it permit others to use, the Trial Service: for 1) any unlawful, immoral, invasive, infringing, defamatory, fraudulent, or obscene purpose; 2) to send email of any kind that does not adhere to the guidelines set forth under the CAN-SPAM Act of 2003; 3) to send any virus, worm, Trojan horse or harmful code or attachment; 4) to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network so as to interfere with the use of the US Signal network by other companies or authorized users; 5) in a manner that may expose US Signal to any criminal or civil liability; or 6) in a manner which is inconsistent with the generally accepted rules of Internet etiquette and conduct. If Company, or a third party through Company, violates any of the foregoing prohibitions, US Signal may immediately suspend the Trial Services and/or terminate this Agreement for cause and without further liability or obligation to Company. Company shall cooperate with US Signal in investigating and correcting any apparent breach of this Acceptable Use Policy. If a violation of this Acceptable Use Policy is determined to be caused by an unrelated third party, for instance a denial-of-service ("DoS") attack or distributed denial-of-service ("DDoS"), then US Signal may need to take immediate action to manage its network for the service availability of all its customers. Such action may include blocking certain traffic, re-routing of traffic or suspension of service. Company shall be solely responsible for any material that it maintains, transmits, downloads, views, posts, distributes, or otherwise accesses or makes available using the Trial Services.

**Indemnification.** Company shall indemnify and hold harmless US Signal and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses, including attorney fees (collectively, hereinafter "Claims") arising out of or in any manner relating to Company's breach of any of the terms of this Agreement.

**Limitation of Liability.** NEITHER US SIGNAL NOR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES OR SUPPLIERS SHALL BE LIABLE TO COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRIAL SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. US Signal's liability for all claims of any kind arising out of or related to this Agreement, whether based on contract, tort, including, without limitation, strict liability and negligence, warranty or on other legal or equitable principles shall be limited to zero (\$0.00) dollars.

**No Warranties.** Company assumes total responsibility for use of the Trial Services. US Signal shall provide the Trial Service 'AS IS'. US Signal has no responsibility for the security, loss, intrusion or unauthorized access of stored data or any loss or damage caused by any action, omission or failure to comply with the terms of this Agreement by Company. US SIGNAL MAKES NO WARRANTY TO COMPANY OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY US SIGNAL ARE HEREBY EXCLUDED AND DISCLAIMED.

**Export Matters.** Company represents and warrants that Company is not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons to whom US Signal is legally prohibited to provide the Trial Service. Company may not use the Trial Service for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may Company provide administrative access to the Trial Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

**Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. The parties agree that the state courts of Michigan shall have sole and exclusive jurisdiction, and Kent County shall be the proper venue, of any claim or controversy regarding this Agreement or its subject matter, including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort. The parties agree that the exclusive jurisdiction (personal and, as allowed, subject matter) and venue for any claim or controversy relating to this Agreement including without limitation, claims for breach of contract, breach of warranty, statutory violation,



negligence or other tort shall be a federal or state court in Kent County, Michigan and the parties hereby consent to such jurisdiction and venue.

Upon any termination or expiration of the Agreement, Company will immediately cease all use of the Trial Services and have no rights whatsoever to further test, evaluate, or use the Trial Services under this Agreement. At the termination or expiration of this Agreement, Company may elect to enter into a separate commercial Cloud Master Service Agreement with US Signal.