

## RELIACLOUD ELASTIC (MULTI-TENANT CLOUD) BETA TEST PARTICIPATION AGREEMENT

This ReliaCloud ELASTIC (Multi-Tenant Cloud) Beta Test Participation Agreement (“**Agreement**”) applies between US Signal Company, L.L.C. (“**US Signal**”), and the Person, Company or other entity (“**Participant**”) agreeing to participate in US Signal’s Beta Test Program (“**Program**”). Participant and US Signal agree that US Signal will allow Participant to participate in the Program for ReliaCloud ELASTIC Objects (the “**Beta Product**”) for no charge, pursuant to the terms of this Agreement.

1. **Confidential Information Definition.** “**Confidential Information**” means any confidential or proprietary information of US Signal that Participant may acquire or learn during its participation in the Program, whether provided orally or in written, electronic, or other form or media, including, without limitation: (i) all information relating to the Program, including but not limited to information about the hardware, software, operation, functionality, and communications from members of US Signal’s beta team; (ii) all notes and other materials related to the Program prepared by or for Participant that contain, are based on, or otherwise reflect or are derived from, any of the above. Information that otherwise would be deemed Confidential Information but (a) is generally and legitimately available to the public through no fault or breach of Participant, (b) is generally made available to the public by US Signal, (c) is independently developed by Participant without the use of any Confidential Information, (d) was rightfully obtained from a third party who had the right to transfer or disclose it to Participant without limitation, or (e) any third party software and/or documentation provided to Participant by US Signal and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation will not be considered Confidential Information under this Agreement. All Confidential Information remains the sole property of US Signal and Participant has no implied licenses or other rights in the Confidential Information not specified in this Agreement.
2. **Restrictions.** Participant shall: (i) use the Confidential Information only as required for Participant’s participation in the Program; and (ii) hold the Confidential Information in strict confidence and not disclose or provide it to any third parties. Participant further agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Participant agrees not to use Confidential Information otherwise for its own or any third party’s benefit without the prior written approval of US Signal in each instance.
3. **Permitted Disclosures.** Participant may only disclose information about the Program to employees of US Signal.
4. **No Transfers.** Participant acknowledges that Participant does not (and will not) own any Program hardware or software, and Participant shall not provide access to the Program to any third party without the express consent of US Signal.
5. **Beta Feedback.** Participant shall provide feedback to US Signal regarding the functionality and performance of the Beta Product from time to time as reasonably requested by US Signal, including, without limitation, identifying potential errors and improvements (“**Feedback**”). US Signal shall own all intellectual property rights in such Feedback and may use the same for any purposes (including to improve or enhance our products). Participant shall not use any Feedback except for Participant’s internal evaluation purposes of the Beta Product. With regard to any feedback Participant provides to US Signal regarding the Program or future products or services of US Signal, Participant hereby transfers to US Signal all right, title and interest in and to such feedback, and US Signal will be completely free to implement, use, modify or otherwise exploit, in any way, Participant’s idea, suggestion or materials (or any part thereof) without any payment or other obligation to Participant. Participant shall, without demanding any further consideration, cooperate with US Signal and provide all assistance reasonably requested by US Signal that is reasonably necessary, proper or advisable to carry out and make effective the foregoing.

6. **License.** US Signal hereby grants Participant a limited, non-exclusive, non-transferable, non-sublicensable license to use the Beta Product (including any related documentation) solely for the purposes of internal testing, research and evaluation. Participant shall not modify, disassemble, decompile, reverse engineer, rent, lease, loan, transfer, or make copies of the Beta Product. All rights, title, and interest in and to the Beta Product and associated documentation, including any improvements, modifications, and enhancements made thereto, are and shall remain with US Signal. Except for those rights expressly granted herein, no other rights are granted, either express or implied, to Participant hereby. Participant must comply with all policies and guidelines related to the Beta Product as provided by US Signal. US Signal may add or modify restrictions related to access to or use of any Beta Product at any time. If requested by US Signal, Participant will promptly increase or decrease its usage of the applicable Beta Product to the levels specified by US Signal.
7. **Data.** Participant acknowledges that US Signal, its affiliates and/or third-party service providers may obtain information and data from Participant in connection with Participant's registration, installation, and use of the Beta Product. US Signal may also collect and process technical and related environmental or performance information about Participant's use of the Beta Product (which may include, without limitation, number of unique user log-ins, Internet protocol addresses, operating system, configuration information, application software, session duration, page view, operational use, and other such information) and use this information to support and troubleshoot issues, provide updates, analyze trends and improve US Signal's products or services. Participant hereby agrees to comply with US Signal's Privacy Policy (see link below), and consents to US Signal affiliates and/or third-party service providers collecting, maintaining, using, storing, processing and disclosing such information and data.
8. **Open Source Software.** Certain components of the Program software may be covered by open source software licenses ("**Open Source Software**"). To the extent required by the license for any Open Source Software (a) the terms of such license will apply to such Open Source Software instead of the terms of this Agreement, and (b) any restrictions prohibited by such license that are included in this Agreement will not apply to such Open Source Software.
9. **Termination.** Participant and US Signal each have the right to terminate this Agreement at any time, with or without cause, by providing written notice of termination to the other party. US Signal may at any time cease providing the Beta Product or a part thereof in its sole discretion and without notice. Beta Product also may be unavailable and/or its performance may be negatively affected by scheduled and unscheduled maintenance. Participant agrees that its confidentiality obligations described in this Agreement will continue following termination, along with sections 10-13. Notwithstanding anything to the contrary in the Agreement, after the conclusion of Participant's participation in use of a Beta Product for any reason, (a) Participant will not have any further right to access or use the applicable Beta Product; (b) Participant's content and/or data used in the applicable Beta Product may be deleted or inaccessible; and (c) Participant will immediately return or, if instructed by US Signal, destroy all materials or any other Confidential Information related to the applicable Beta Product.
10. **Disclaimer of Warranties and Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, PARTICIPANT ASSUMES ALL RISKS AND ALL COSTS ASSOCIATED WITH TESTING OR USE OF THE PROGRAM. THE PROGRAM, INCLUDING ANY HARDWARE, SOFTWARE AND ANY SUPPORT ARE PROVIDED TO PARTICIPANT "AS IS", WITHOUT WARRANTIES OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, US SIGNAL, AND ITS LICENSORS, SERVICE PROVIDERS, AND COMMERCIAL PARTNERS, WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, AND WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF US SIGNAL HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. **Remedies.** Any actual or threatened breach of this Agreement by Participant may cause immediate and irreparable harm to US Signal, the value of which would be difficult or impossible to determine and for which monetary damages would be inadequate compensation. Accordingly, in addition to any other remedies, US Signal will be entitled to seek to obtain injunctive relief and/or specific performance from any court of competent jurisdiction to prevent any such breaches and Participant expressly waives: (a) the defense that monetary damages would be adequate compensation for US Signal; and (b) any requirement that US Signal post a bond or other security. US Signal shall also be permitted to pursue any other monetary damages (in addition to seeking any equitable relief).
12. **Governing Law; Venue.** This Agreement shall be construed in accordance with, and is governed in all respects by, the laws of the State of Michigan. The parties hereby irrevocably consent to venue and the personal jurisdiction (to the fullest extent permitted by applicable law) of the state and federal courts located in Grand Rapids, Michigan for the resolution of any disputes arising hereunder.
13. **Acceptable Use.** Participant agrees to not use the Beta Product for: (a) any unlawful, immoral, invasive, infringing, defamatory, fraudulent, or obscene purpose; (b) to send email of any kind that does not adhere to the guidelines set forth under the CAN-SPAM Act of 2003; (c) to send any virus, worm, Trojan horse, or harmful code or attachment; (d) 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 authorized users; and (e) in a manner which may expose US Signal to any criminal or civil liability. If Participant violates any of the foregoing prohibitions, US Signal may immediately suspend the Beta Program. Participant shall reasonably cooperate with US Signal in investigating and correcting any apparent breach of this Section 13. Participant shall be solely responsible for any material that it maintains, transmits, downloads, views, posts, distributes, or otherwise accesses or makes available using the Beta Product.
14. **General Provisions.** This Agreement, together with US Signal's Privacy Policy located at <https://ussignal.com/legal/>, constitutes the entire agreement between Participant and US Signal relating to the Program. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with the applicable laws as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of the Agreement shall remain in full force and effect. If US Signal fails to enforce any provision of this Agreement, it will not be considered a waiver. US Signal may assign its rights and obligations under this Agreement, without notice, to any affiliate of US Signal. Participant may not transfer or assign this Agreement without US Signal's prior written consent. This Agreement inures to the benefit of, and is binding upon, US Signal and Participant and each of their respective legal representatives, successors, and assigns. In construing or interpreting the terms of this Agreement, the headings are for convenience only, and do not affect the meaning or interpretation of this Agreement. Nothing contained in this Agreement shall be construed to limit US Signal's rights and remedies available at law or in equity.

*(End of Agreement)*