



Skyway® Terms and Conditions of Use

Lawyers are people too! Here's what ours want you to know:

We know it's tempting to skip over this part, but it's important to establish what we expect from each other when you use the Skyway® platform and services. **PLEASE READ THIS CAREFULLY BEFORE USING. YOUR USE OF THE SKYWAY® PLATFORM AND SERVICES IS YOUR ACKNOWLEDGMENT OF AND AGREEMENT WITH THE TERMS SET FORTH BELOW.**

Parties and Agreement	<p>The Skyway® platform and services are developed and owned by Allbridge, LLC, a Delaware limited liability company ("we" or "Company"). By creating an account and/or using the Skyway® platform and services, any user ("you" or "Customer(s)") agrees to and is bound by these Terms and Conditions of Use ("Agreement"). If you do not agree to these Terms and Conditions of Use, do not proceed with using the Skyway® platform and services.</p> <p>This Agreement includes and incorporates by reference other agreements, including the Allbridge privacy policy and acceptable use policy. Additionally, relevant Statements of Work between you and Allbridge, LLC are incorporated herein by reference.</p>
What are the Skyway® platform and services?	<p>We provide you with a number of services within the Skyway® platform, accessible only through establishing a Skyway® online account. Generally, the services provided include, but are not limited to:</p> <ul style="list-style-type: none"> • User management and assignment • Multiple Site Management • Dashboard Access (analytics and metrics related to all installed services) • Guest Network Device onboarding and management • Guest Network Registration management • Back of house device onboarding • Reporting • Guest Ticketing • Network 'Zone' Management (individual networks) • Rate Plan Management • Access Code Management • Conference Management (Scheduling, CRUD) • Billing Access • Network Infrastructure Device Access • Network Infrastructure Device Monitoring and Alerting <p>The services provided are subject to change, without notice, and availability will vary depending on your selected Allbridge, LLC products and services and your user role(s) within the Skyway® platform.</p>
You have access to the Skyway® platform and services, not a license.	<p>These Terms and Conditions of Use do not grant you a license to the Skyway® platform and services. Instead, you are being provided with access to our Skyway® platform and services for your use as an Allbridge, LLC Customer, subject to this Agreement.</p>
Payment and cancellation	<p>The Skyway® platform and services may be provided to you as an a-la-cart or a bundled add-on solution for use and enhancement of various solution offerings from Allbridge, LLC, and the cost will vary. You should refer to your relevant Statement of Work agreement with Allbridge, LLC for information about your pricing, any applicable pricing changes, and additional fees such as sales tax as applicable. You should additionally refer to your relevant Statement of Work for the term length of your access to the Skyway® platform and services, as well as any early or normal course of business requirements for cancellation of the Skyway® platform and services. You may, at any time, cease use of all or part of the Skyway® platform and services, although doing so does not release you from any continuing contractual obligation to Allbridge, LLC under a Statement of Work or other similar agreement.</p>



<p>What you can expect from us as we provide and develop the Skyway® platform and services</p>	<p>We are constantly developing new features to improve the Skyway® platform and services. As part of this continual improvement, we may add or remove features and functionalities, change availability, increase or decrease limits to the Skyway® platform and services, or start offering new services or stop offering old ones.</p> <p>The Skyway® platform and services are expressly owned and operated by Allbridge, LLC. Unless otherwise noted, the design features and content of the Skyway® platform and services, including information and other materials, illustrations, product layout and design, icons, navigational buttons, images, artwork, graphics, photography, images, text, data, audio sound, software, and infrastructure, as well as the selection, assembly and arrangement thereof, are owned by Allbridge, LLC or its affiliates or are licensed from third parties by the Company. The Skyway® platform and services, in whole and in part, are protected by copyright, trademark, service mark, trade name, and other intellectual property and other proprietary rights, and all such rights are reserved.</p> <p>To ensure optimal performance and security of the Skyway® platform and services, we will perform maintenance from time to time which may require access to the Skyway platform and services to be suspended during the maintenance period. We will make every effort to minimize impact to our Customer's use of the Skyway® platform and services, including providing notice within the platform of scheduled maintenance when possible.</p> <p>We will use the information and data that you provide in accordance with the Allbridge, LLC privacy policy. We have no obligation to store, maintain, or provide you a copy of any content or information that you provide in use of the Skyway® platform and services, except to the extent required by applicable law and as noted in our privacy policy.</p> <p>In the event we determine that you have not complied with your obligations in the use of the Skyway® platform and services, we reserve the right to restrict, suspend, or terminate your access.</p>
<p>What we expect from you when using the Skyway® platform and services</p>	<p>You must use the Skyway® platform and services in accordance with its normal anticipated use. You agree to follow Skyway® rules that govern your conduct in exchange for access to the platform and services. These rules may be updated from time to time and include, but are not limited to, the following examples. You may not:</p> <ol style="list-style-type: none"> 1. Reproduce, use, assert ownership of, reverse engineer, copy, share by any means, or otherwise violate the intellectual property rights of Allbridge, LLC in the Skyway® platform and services, for any reason, without the express written consent by Allbridge, LLC. 2. Attempt to or actually change, distort, block, disrupt, abnormally burden, slow down, and/ or impede the normal functioning of any portion of the Skyway® platform and services, or their accessibility or use to other users. 3. Attempt to or actually transmit any virus, malware, ransomware, trojan horse, or any other similar destructive device or corrupted data with, through or using the Skyway® platform and services, nor employ server emulators or the like, nor in any way attack Allbridge, LLC servers, platforms, products, or that of our partners. 4. Transmit or communicate anything that, in the sole discretion of Allbridge, LLC, is deemed to be harmful, offensive, abusive, defamatory, obscene, illegal, or otherwise objectionable, nor transmit through or make use of the Skyway® platform and services to harass or threaten others. 5. Inappropriately use or abuse a helpdesk, support, or other service claim method provided for Customers. 6. Falsely claim to be employed, endorsed, or associated by or with the Skyway® platform and services or Allbridge, LLC and affiliated companies. <p>You agree to comply with all laws, rules, and regulations applicable to your use of the Skyway® platform and services. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible for all activities that occur under your account.</p>



<p>Because we can't promise it will work smoothly all the time, you are using the Skyway® platform and services "as is."</p>	<p>THE SKYWAY® PLATFORM AND SERVICES ARE PROVIDED TO YOU "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SKYWAY® PLATFORM AND SERVICES WILL MEET ALL YOUR REQUIREMENTS, OPERATE WITHOUT ERROR, OR BE AVAILABLE SECURELY OR AT ALL TIMES. WE MAKE NO REPRESENTATION OR WARRANTY OF THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, RELIABILITY, OR COMPLETENESS OF ANY PORTION OF THE SKYWAY® PLATFORM AND SERVICES.</p>
<p>Our liability to you is limited in several ways</p>	<p>TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SKYWAY® PLATFORM AND SERVICES, WITH THE DELAY OR INABILITY TO USE THE SKYWAY® PLATFORM AND SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH OR OTHERWISE ARISING OUT OF THE USE OF THE SKYWAY® PLATFORM AND SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/ JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SKYWAY® PLATFORM AND SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SKYWAY® PLATFORM AND SERVICES.</p>
<p>Please tell us if you have a problem.</p>	<p>We encourage you to notify us if you experience an issue related to the Skyway® platform and services. You can contact us in writing at Allbridge, LLC, 2710 Wycliff Road, Suite 200, Raleigh, NC 27607. You may also send an email to customerservice@allbridge.com and reference "SKYWAY" in your subject line.</p>
<p>Any disputes between us must be resolved in Raleigh under North Carolina law.</p>	<p>If a dispute arises in relation to these terms or your use of the Skyway® platform and services, you agree that it will be resolved in the federal or state courts located in Raleigh, North Carolina. Both parties consent to venue in Wake County, North Carolina for the purpose of such dispute. This Agreement and any dispute between you and Allbridge, LLC are governed by North Carolina law, without regard to conflict of laws provisions.</p>
<p>General Terms</p>	<p>If a court of competent jurisdiction finds any part of these Terms and Conditions of Use to be unenforceable, such provision will be struck or amended, but only to the extent of its invalidity, illegality, or unenforceability. In such an event, the parties shall remain legally bound by the remaining terms of this Agreement, and this Agreement will be deemed reformed in a manner as consistent as reasonably possible with the original intent of the parties as expressed herein.</p> <p>The Section headings in this Agreement are for convenience only and have no effect to the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement.</p> <p>Failure of either party to enforce any of its rights hereunder will not be deemed to constitute a waiver of its future enforcement of such rights or any other rights.</p> <p>This Agreement is for the sole and exclusive benefit of the parties hereto, and except as expressly provided herein, nothing in this Agreement shall be construed to give rights to any other party.</p>