

ACCELERATED CONCEPTS TERMS OF SERVICE AGREEMENT

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR SOFTWARE AS A SERVICE.

This is the official Terms of Service Agreement ("Agreement") for the use of Accelerated AView software ("AView"), a cloud-based portal that monitors remote wireless data network devices across Tier 1 carriers and service providers, owned and operated by the Accelerated Concepts, Inc. ("ACI"). This Agreement governs only the content, features, services and activities related to this portal.

By using the AView, you are hereby acknowledging that you have read, understand, and agree to be bound by all the terms and conditions set forth in this Agreement. This Agreement is a binding agreement between ACI and you, the purchaser/user, which may represent a single individual, company, or other legal entity. If you are entering into this Agreement on behalf of your employer or other legal entity, you represent that you have the legal authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity.

If for some reason you do not agree with all the terms outlined below then please do not use the AView and leave the Portal immediately.

LICENSE TO USE THE SOFTWARE

INTELLECTUAL PROPERTY OWNERSHIP: ACI alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the AView, the content of the AView and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the AView. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the AView, or any Intellectual Property Rights owned by ACI or its licensors.

LICENSE: ACI grants you a limited, non-exclusive, non-transferable license to access and use the AView, provided that you comply fully with all of the provisions of this Agreement. This includes the right to view content, run diagnostics, and utilize all available features accessible through the AView. This license is personal to you and may not be assigned or sublicensed to anyone else. All rights not expressly granted to you in this Agreement are reserved by ACI.

RESTRICTIONS: Except as expressly permitted by the ACI in writing, you will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the AView or any other service or activity of the AView and its features and/or content. Nor will you take any measures to interfere with or damage AView and/or any of its features or content.

You are not permitted, directly or indirectly, to:

1. Install or copy any portion of the AView onto non-ACI hosted server(s).
2. Make modifications to any portion of the AView.
3. Merge any portion of the AView into another program or product.
4. Decompile, reverse engineer, disassemble or otherwise reduce any portion of the AView to a human-perceivable form.
5. License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available in any way to any third party any portion of the AView.
6. Access the AView in order to build a competitive product or service, or copy any features, functions or graphics of the AView.
7. Use the AView for any malicious use, including but not limited to registering or controlling non-owned devices.
8. Modify the subscription agreement process to avoid official acceptance.

WEBSITE USAGE

The content found within the AView includes, but is not limited to the text, graphics, and trademarks, found within the software. Unless explicitly stated elsewhere on the site, this content is the sole property of the ACI. You are hereby allowed to view and utilize the content found within the site; however, you are prohibited from copying or distributing any and all content found within the website. You understand that the content found within the website is the property of the ACI and its reproduction or use elsewhere is strictly prohibited.

You agree that you will not use your account for illegal and fraudulent activities. You agree not to abuse any of the privileges granted to you by your account access. Any violations of this agreement or other suspicious account activity can and will lead to your account suspension, permanent account removal, and/or IP address banning to prevent further use of the AView.

The ACI and the AView may monitor your use of the AView in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service, and may make such information publicly available, provided that such information does not identify you or your confidential information. ACI retains all intellectual property rights in such usage and statistical information.

PRIVACY

ACI is committed to protecting your privacy and security. Any information provided to the AView will be held in strict confidence and not disclosed to any third party, unless required by operation of law.

MEMBERSHIP

CHARGES AND PAYMENT OF FEES: You agree to pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time such Fees are due and payable. All payment obligations are non-cancelable and all amounts paid are non-refundable. ACI reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least thirty (30) days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

The Annual Subscription Fee shall be due and payable prior to your access to the AView and upon the twelve-month anniversary of this Agreement unless otherwise terminated by either party in accordance with the terms of this Agreement.

The Monthly Subscription Fee shall be due and payable prior to your access to the AView and on the same day each consecutive month for the duration of your utilization of the AView.

TERM AND TERMINATION

TERM AND AUTOMATIC RENEWAL: This Agreement is effective from the date you click access the AView and continues as per this Agreement until your Subscription either expires or is terminated. Your Yearly Subscription will be automatically renewed upon the twelve-month anniversary of this Agreement unless your Subscription is terminated. We will attempt to notify you, using the personal information you provided to us, approximately 30 days before your Annual Subscription is due to expire. If payment of the Annual Subscription Fee is not received by ACI prior to the anniversary of this Agreement, your Subscription to the AView shall be terminated and you will no longer have access to the Service. Your Monthly Subscription will be automatically renewed each month unless your Subscription is terminated. If payment of the Monthly Subscription is not received by ACI by the due date, your Subscription to the AView shall be terminated and you will no longer have access to the Service.

TERMINATION: Either you or ACI may terminate or cancel your Subscription to the AView at any time. You understand and agree that the cancellation or termination of your Subscription is your sole right and remedy with respect to any dispute with us including, but not limited to, any dispute related to, or arising out of: (i) any terms or our enforcement of this Agreement; (ii) any ACI policy or practice and/or our enforcement thereof; (iii) the content available through the AView or any change in content provided through the AView; (iv) your ability to access and/or use the AView; and (v) the amount or types of Fees, applicable taxes, or billing methods, or any change to our Fees, applicable taxes, or billing methods.

TERMINATION FOR BREACH: ACI may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submitted if the ACI determines that you have violated any provision of this Agreement (including but not limited to failure to pay fees when due) or that your conduct or content would tend to damage the ACI's reputation and goodwill. If the ACI deletes your account for the foregoing reasons, you may not re-register with ACI for the AView again. ACI may block your email address and Internet protocol address to prevent further registration.

You agree that upon any termination or cancellation of this Agreement you will not be entitled to a refund of any amount paid for the Subscription and your obligation to pay any balance due, shall survive any such termination or cancellation.

EFFECT OF TERMINATION/ACCOUNT DELETION: Upon termination, all licenses granted by the ACI will terminate. In the event of account deletion for any reason, content that you submitted may no longer be available. The ACI shall not be responsible for the loss of such content.

INTERNET DELAYS

The AView may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. ACI shall not be responsible for any delays, delivery failures, or other damage, including but not limited to costs, lost profits, fees or expenses incurred by you, resulting from such problems. The AView may be temporarily unavailable for scheduled maintenance, unscheduled emergency maintenance, or due to other causes beyond ACI's reasonable control. ACI shall use reasonable efforts to provide advance notice of any scheduled maintenance.

YOUR REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the AView and that your billing information is correct.

ACI DOES NOT WARRANT THAT THE OPERATION OF THE VIEW OR ANY FUNCTION CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS, BE ALLOWED IN YOUR JURISDICTION, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE VIEW IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE VIEW IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ANY USE OF THE VIEW IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF YOUR USE OF THE VIEW.

ACI MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE VIEW. ACI SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. IF THE VIEW DOES NOT MEET YOUR REQUIREMENTS OR PROVIDE FUNCTIONALITY AND PERFORMANCE TO YOUR SATISFACTION, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO CANCEL YOUR SUBSCRIPTION TO THE VIEW AND TERMINATE THIS AGREEMENT.

LIMITATION OF LIABILITY

The remedies provided herein are your sole and exclusive remedies. In no event shall ACI be liable for any lost profits, economic loss, direct, indirect, special, incidental, punitive or consequential damages, whether based on contract, tort, or any other legal theory. In no event ACI's total liability to you shall exceed the amounts paid by you to the ACI/the AView over the twelve (12) months preceding your claim(s).

DISCLAIMERS

The ACI reserves the right to modify the AView at any time. You are responsible for providing your own access (e.g., computer, Internet connection, etc.) to access the AView. The ACI does not guarantee that the AView is suitable for all users.

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the AView, and no warranties shall apply after such period.

INDEMNIFICATION

You will indemnify, defend, and hold harmless the ACI and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from your activities on the AView; (ii) assert a violation by you of any term of this Agreement; or (iii) assert that any content you submitted to the AView violates any law or infringes any third party right, including any intellectual property or privacy right.

GENERAL PROVISIONS

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Illinois, United States of America, without regard to principles of conflicts of law. The Uniform

Commercial Code, the Uniform Computer Information Transaction Act, and the United Nations Convention of Controls for International Sale of Goods shall not apply.

DISPUTES: Any action arising out of or relating to this Agreement or your use of the AView must be commenced in the state or federal courts located in Cook County, Illinois, United States of America (and you consent to the jurisdiction of those courts). In any such action, the AView and you irrevocably waive any right to a trial by jury.

INTERPRETATION; SEVERABILITY; WAIVER; REMEDIES: Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by the ACI in exercising any right hereunder will waive any further exercise of that right. The ACI's rights and remedies hereunder are cumulative and not exclusive.

SUCCESSORS; ASSIGNMENT; NO THIRD PARTY BENEFICIARIES: This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without the ACI's prior written consent. No third party shall have any rights hereunder.

NOTICES: You consent to receive all communications including notices, agreements, disclosures, or other information from the AView electronically. The ACI/the AView may provide all such communications by email or by posting them on the AView. For support-related inquiries as well as legal notices, you may send an email to Inquiries@AcceleratedConcepts.com or the following address:

Accelerated Concepts, Inc.
1208 E. Kennedy Blvd., Suite 226
Tampa, FL 33602

Nothing herein shall limit the ACI's right to object to subpoenas, claims, or other demands.

MODIFICATION: This Agreement may not be modified except by a revised Terms of Service posted by the ACI on the AView website or a written amendment signed by an authorized representative of the ACI. A revised Terms of Service will be effective as of the date it is posted on the AView website.

This Agreement constitutes the entire understanding between the ACI and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.