

## Cradlepoint

### Terms of Service and License Agreement

#### Service Agreement

BY CLICKING ON THE “ACCEPT” OR “CONTINUE” BUTTON, YOU AND ANY ENTITY THAT YOU REPRESENT (THE “CUSTOMER”) AND ANYONE TO WHOM CUSTOMER PROVIDES ACCESS TO THE SERVICES OR THAT IS USING OR ACCESSING THE SERVICES ON CUSTOMER’S BEHALF (COLLECTIVELY, “AGENTS”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS TERMS OF SERVICE AND LICENSE AGREEMENT AND ANY ADDENDUMS THERETO (“TSLA” or “AGREEMENT”). THIS AGREEMENT DEFINES THE TERMS OF USE FOR THE SERVICE AND ANY SOFTWARE REQUIRED TO DELIVER THE SERVICE. 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 CUSTOMER. CUSTOMER’S CONTINUED USE OF SERVICES AND SOFTWARE PROVIDED BY CRADLEPOINT, INC. (“CRADLEPOINT”) SHALL ALSO CONSTITUTE ASSENT TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “CANCEL” OR BROWSER BACK BUTTON AND THE ACCOUNT REGISTRATION OR SETUP PROCESS WILL NOT CONTINUE. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

#### 1. SERVICE SUBSCRIPTION

- 1.1 Subject to the terms and conditions of this Agreement, Cradlepoint will provide the Customer with a subscription to access its cloud-based network management, connectivity services, security services, router operating systems, and other related services, including any Platform APIs or SDKs, provided by Cradlepoint through the Internet as described at the **Cradlepoint SLA** or as otherwise documented and made available to Customer upon request by Cradlepoint (collectively referred to as the “Service”). Access to the Service may require the Customer to download and install certain software applications (the “Client Software”) which is covered under a License (below). The License may also be presented to anyone downloading the Client Software and for the avoidance of doubt, in the event of any conflict between the License contained in this Agreement and any license accepted to download the Client Software, the License in this Agreement shall prevail.
- 1.2 Except for Client Software, the service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of Cradlepoint or its third party providers. The Service is subject to modification from time to time at Cradlepoint’s sole discretion, for any purpose deemed appropriate by Cradlepoint. Cradlepoint will use reasonable efforts to give Customer prior written notice of any material modifications.
- 1.3 For paid Customer accounts in good standing, Cradlepoint will undertake commercially reasonable efforts to make the Service available in accordance with the Customer Service Level Agreement available at [/about-us/sla/](#) or as otherwise documented and made available by Cradlepoint to Customer upon request, except for Cradlepoint’s right to suspend Customer’s access to the Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due, or (iii) as a result of circumstances beyond Cradlepoint’s reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to a third party, or denial of service attacks) (“Force Majeure”).
- 1.4 Subject to the terms hereof and pursuant to the level of support for which the Customer is entitled, Cradlepoint or its designated third-party partners will provide reasonable support to Customer for the Service as described at the Cradlepoint support website as otherwise documented and made available by Cradlepoint to Customer upon request. Customer will designate an employee who will be responsible for all matters relating to this Agreement (“Primary Contact”). Customer may change the individual designated as Primary Contact at any time through its account settings on the Services.
- 1.5 Customer is responsible for all acts and omissions of its Agents (including any breaches of this Agreement) as if Customer committed such act or omission itself. Cradlepoint may exercise any rights and/or remedies under this

Agreement, at law or in equity, against Customer based upon such acts or omissions of such Agents.

## 2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Services for timesharing or service bureau purposes or for any purpose other than its own internal use unless Customer is a Managed Service Provider (“MSP”) and has reviewed and agreed to be bound by the additional terms and conditions set forth in the Managed Service Provider Addendum (“MSP Addendum”) available at [/mspaddendum](#) which is hereby incorporated herein by reference (if you do not unconditionally agree to all terms of the MSP Terms, click the “CANCEL” or browser back button and the account registration or setup process will not continue); use the Services in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, marketing and data security laws and government guidelines, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Services or that “crawl,” “scrape,” or “spider” the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Cradlepoint, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or “spam” message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs). Notwithstanding anything to the contrary, Cradlepoint reserves the right to suspend or limit Customer’s access to the Service if Cradlepoint determines, in its sole discretion, that Customer’s use of the Service does or is likely to: (a) damage the Service or interfere with Cradlepoint’s ability to reliably provide the Service to other users; or (b) place an unreasonable or unexpected load on the Service (c) there is a threat or attack on the cloud servers hosting the Services (including a denial of service attack) or other event that may create a risk to the Services, to Customer or to any other user of the Services; (d) Customer’s use of the Services disrupts or poses a security risk to the Services or any other user of the Services, may harm Cradlepoint’s systems or any other user of the Services, or may subject Cradlepoint or any third party to liability; (e) Customer is misusing the Services or using the Services for fraudulent or illegal activities; (f) subject to applicable law, Customer has ceased to continue Customer’s business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer’s assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (g) Customer is using the Services in breach of the Agreement; (h) Customer is in default of Customer’s payment obligations hereunder; or (g) there is an unusual spike or increase in Customer’s use of the Services (collectively, “Service Suspensions”). Customer understands that many of the reasons for suspension listed above are imposed on us by third party licensors, are subject to change without notice, and may result in Customer’s access to the Services being suspended as a result of the actions of other users. Cradlepoint will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices posted on the website or sent to Customer’s registered e-mail address) and to provide updates regarding resumption of Customer’s access to the Services following any Service Suspension. Cradlepoint will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur as a result of any Service Suspension or limitations related to carrier coverage or support. For the purposes of this Agreement, “MSP” shall mean an entity that provides access to the Service in conjunction with the provision of Integrated Services as defined in the MSP Addendum or uses the Service to manage the devices of third parties.
- 2.2 Customer will cooperate with Cradlepoint in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Cradlepoint may reasonably request. Customer will also cooperate with Cradlepoint in establishing a password or other procedures for verifying that only designated employees of Customer has access to any administrative functions of the Services.
- 2.3 As a condition of Customer’s use of the Services and with respect to third-party claims, Customer agrees to indemnify, defend, and hold harmless Cradlepoint, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys’ fees and legal expenses) of any kind arising from Customer’s and/or its Agents use of the Services or related products, or from or attributable to any breach by Customer and/or its Agents of Customer’s obligations established herein or any privacy, employee, or consumer protection right that is implicated herein and by the

Services, or Customer's and/or its Agents infringement, or the infringement or use by any other user of Customer's account, of any intellectual property or other right of any person or entity. All indemnification duties shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or the expiration or termination of the Agreement or Customer's and/or its Agents use of the Services.

**2.4** Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer account with or without Cradlepoint's knowledge or consent.

**2.5** THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICES, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Cradlepoint and its third party Licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

### **3. CONFIDENTIALITY**

**3.1** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, the Client Software and any software provided by Cradlepoint is Cradlepoint Proprietary Information. Customer will obtain agreement from its Agents that it will treat Cradlepoint Proprietary Information in accordance with the terms of this Agreement prior to allowing any such Agent to have access to the Services.

**3.2** The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees and Agents with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

**3.3** Customer acknowledges that Cradlepoint does not wish to receive any Proprietary Information from Customer that is not necessary for Cradlepoint to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Cradlepoint may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

**3.4** Both parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers and such are bound by the terms of a similar confidentiality agreement with at least as restrictive covenants to protect such information.

### **4. INTELLECTUAL PROPERTY RIGHTS**

**4.1** Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service and the software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the software, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or

use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any intellectual property rights.

**4.2** Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or presently holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service (“Content”) and the intellectual property rights with respect to that Content. If Cradlepoint receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation (a “Claim”), Cradlepoint may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify Cradlepoint from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

## **5. USE OF DATA**

**5.1** By using or accessing the Service, Customer hereby grants to Cradlepoint a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. “Data” means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Cradlepoint in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

**5.2** Notwithstanding anything else in this Agreement or otherwise, Cradlepoint may monitor Customer’s use of the Service and Customer Information (as defined in the MSP Addendum), and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service (“Cradlepoint Data”), and may make such information publicly available, provided that such information does not identify Customer or Customer’s Proprietary Information. Cradlepoint shall own all right, title and interest in and to the Cradlepoint Data. To the extent needed to perfect Cradlepoint’s ownership in the Cradlepoint Data, Customer hereby irrevocably assigns all right, title and interest in such Cradlepoint Data to Cradlepoint.

**5.3** The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is sent by devices using the Service. In order to allow Cradlepoint to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer’s location information will be treated in accordance with such third party’s privacy policy, a copy of which is available upon request. By using location services, Customer consents to Cradlepoint and its partners’ transmission, collection, maintenance, processing and use of Customer’s location data and queries to provide and improve location-based products and services.

**5.4** During the term of this Agreement, Customer will supply Cradlepoint with contact details for Customer’s employees, contractors and/or representatives (“Contact Data”) in order for Cradlepoint to carry out its obligations under this Agreement (for example, to accomplish the provision of Service, allow the Customer to access and use the Service, enable Customer’s employees, contractors and/or representatives to access and use the Service, and, where applicable, the subscription ordering process as described this Agreement). Cradlepoint hereby agrees to process the Contact Data in accordance with applicable laws, rules and regulations and in compliance with the Cradlepoint Privacy Policy **/privacy-policy**. Customer warrants and represents that (a) it has notified the relevant data subjects that Cradlepoint will be given such information and informed them of Cradlepoint’s Privacy Policy; and (b) if necessary, it has obtained all necessary consents in order to transfer the Contact Data to Cradlepoint. Customer shall notify Cradlepoint as soon as reasonably practicable of any amendments required to the Contact Data either through the Service or by email at: [privacy@](mailto:privacy@).

## **6. PAYMENT OF FEES**

**6.1** Customer will pay the applicable fees as set forth at the time of purchase by Cradlepoint or its distributors, resellers or partners (“Fees”) for availability, features and functionalities of the Service subscribed to by Customer (“Subscription”) without any right of set-off or deduction. To the extent applicable, Customer will pay for additional services, such as integration fees or other consulting fees. All payments will be made in accordance with the payment schedule and the method of payment set forth in the Subscription. If not otherwise specified, payments will be due beginning on the date of Service initiation. All Fees paid hereunder (including any prepaid amounts) are non-refundable, including without limitation if this Agreement is terminated in accordance with Section 7 below.

**6.2** Unless otherwise explicitly agreed in writing at the time of purchase, unpaid Fees may be subject to a finance

charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Cradlepoint's net income) unless Customer has provided Cradlepoint with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

## **7. TERMINATION**

**7.1** This Agreement shall continue until terminated in accordance with this Section 7.

**7.2** Customer may terminate this Agreement upon thirty (30) days written notice to Cradlepoint. Cradlepoint may terminate this Agreement immediately upon written notice to Customer in the event of any material breach of this Agreement by Customer and/or its Agents, including without limitation, any breach of Section 2.1 and/or failure to pay any Fees or other amounts when due hereunder.

**7.3** Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided such proceedings are not dismissed within thirty (30) days of such institution), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

**7.4** Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

**7.5** Customer agrees that upon any termination or cancellation of this Agreement Customer will not be entitled to a refund of fees for any additional work previously performed by Cradlepoint at Customer's request or any pre-paid Fees for Subscriptions still in effect at the time of termination or cancellation, and Customer's obligation to pay any balance due shall survive any such termination or cancellation.

## **8. WARRANTY DISCLAIMER**

CRADLEPOINT DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE, SOFTWARE AND CRADLEPOINT PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE. CRADLEPOINT MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS SERVICE. CRADLEPOINT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

## **9. LIMITATION OF LIABILITY**

Cradlepoint will not be liable for any loss resulting from a cause over which it does not have direct control. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL CRADLEPOINT OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF CRADLEPOINT OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF

CRADLEPOINT AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS (\$1,000), OR (ii) THE FEES PAID TO CRADLEPOINT HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## **10. U.S. GOVERNMENT MATTERS**

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Cradlepoint are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

## **11. MISCELLANEOUS**

- 11.1** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 11.2** This Agreement is not assignable, transferable or sublicensable by Customer except with Cradlepoint's prior written consent. Cradlepoint may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer.
- 11.3** Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by Cradlepoint, except as otherwise provided herein.
- 11.4** Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.
- 11.5** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Cradlepoint in any respect whatsoever.
- 11.6** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 11.7** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.
- 11.8** This Agreement shall be governed by the laws of the State of Idaho and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Idaho for any dispute arising out of this Agreement.

- 11.9** Amendments. We reserve the right, in our sole discretion, to change, modify, add or remove provisions of this Agreement at any time. Customer is responsible for regularly reviewing this Agreement for changes. By using the Service after we post any changes to this Agreement or otherwise notify Customer of such changes, Customer agrees to accept those changes, whether or not Customer has reviewed them. If Customer does not agree to this Agreement, Customer should not use the Service and Customer should cancel Customer's Subscription.
- 11.10** No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

## **Cradlepoint Secure Location Services**

### **Terms and Conditions**

If Customer is using Cradlepoint Secure Location Services ("Location Services"), the following terms and conditions apply to Customer's use of the Location Services and these terms and conditions form part of the Agreement. For the avoidance of doubt, the Location Services are included in the definition of "Services" under this Agreement and the below terms and conditions are in addition to the Terms and Conditions of the Agreement, not in substitution thereof.

## **1. DEFINITIONS**

Following are definitions for certain capitalized terms used in connection with the Location Services terms and conditions. Other capitalized terms used herein shall have the same definitions as set forth above in the Agreement or as otherwise defined herein. "Subscriber" means a person or entity that subscribes to or uses the Location Services. "Subscriber Data" means a Subscriber's identity, phone number, email address, wireless carrier account information, billing or credit information, the type of wireless device, Location Information, and any other personally identifying information captured by Cradlepoint or its third party licensors and used within the Services in connection with Subscribers' use of the Location Services. Subscriber Data does not include data provided directly to Cradlepoint by Customer for use in conjunction with opening, administering or closing Customer's account. "Location Information" means the approximate geographic location of a Registered Device in response to a Location Query, including the latitude/longitude, address, zip code, or position relative to a defined boundary or geo-fence. "Location Query or Location Queries" means electronic requests for Location Information made by Customer or the Location Services application. "Registered Devices" Customer's Cradlepoint devices managed by the Service and provisioned for use of the Location Services by the payment of the applicable Fee(s). "Wireless Service Provider" or "WSP" means a wireless telecommunications service provider with whom Cradlepoint or its third party licensors have contracted and which have agreed to provide Location Information to Cradlepoint for use in connection with the Location Services.

## **2. LICENSE TO CUSTOMER**

- 2.1** Cradlepoint agrees to grant Customer a non-exclusive, non-transferable, limited right to access the Location Services, solely for Customer's own business purposes, provided that Customer comply fully with all of the provisions of the Agreement. Cradlepoint grants Customer the right to use the Location Services solely in conjunction with the use of Customer's Registered Devices. All rights not expressly granted to Customer in the Agreement are reserved by Cradlepoint.

## **3. PRIVACY AND LICENSE FROM CUSTOMER**

- 3.1** By accessing and using the Location Services, Customer expressly agrees to and hereby grants Cradlepoint the right to collect, use, store and disclose Location Information relative to Customer's Registered Devices and to enable GPS functionality on Customer's Registered Devices. Customer further acknowledges and agrees that Location Information of Customer's Registered Devices may be collected and utilized by Cradlepoint and its third party licensors in support and provision of the Location Services. Customer may use the Location Services to make Location Queries for the best available Location Information of the Registered Devices and Customer acknowledges that no notifications are provided to Customer or the Registered Devices when such Location Queries are made.
- 3.2** By accessing and using the Location Services, Customer expressly agrees to and hereby grants Cradlepoint a

limited, irrevocable, royalty-free, sublicensable, non-exclusive license to copy, reproduce, store, adapt, modify, translate, and distribute Subscriber Data solely to enable Cradlepoint to provide and improve the Location Services. Customer acknowledges and agrees that Cradlepoint may store Location Information for up to twelve (12) months.

## **4. SAFE AND LAWFUL USE**

**4.1** Customer agrees to use Location Services and the Location Information provided thereby only for lawful purposes, and Customer agrees to comply with all applicable laws and rules and any additional terms that Cradlepoint may incorporate into this Agreement with or without notice to Customer. Customer agrees that Customer will not misuse the Location Services and Customer will be responsible for any costs incurred by Cradlepoint or any other party (including attorney's fees) as a result of Customer's misuse or fraudulent use of the Location Services. Misuse or fraudulent use includes, but is not limited to:

- Using the Location Services in such a manner so as to interfere unreasonably with the use of the Location Services by one or more other users or to interfere unreasonably with Cradlepoint's ability to provide the Location Services;
- Subscription fraud or unauthorized access to devices not provisioned for Location Services;
- Using the Location Services for any purpose not directly related to Customer's business solution;
- Using the Location Services to defame, harass, stalk, threaten or otherwise violate the legal rights of others;
- Using the Location Services to disseminate or convey inappropriate, defamatory, obscene, salacious, or unlawful information, images or materials;
- Attempting or assisting another to access, alter, or interfere with the communications and/or obtain information about another user or device not owned by or licensed to Customer;
- Tampering with the security components of the Location Services or making an unauthorized connection to the network;
- Utilizing the Location Services or a Cradlepoint device to track an individual or private automobile without their consent;
- Accessing or obtaining location information of a device other than one of Customer's Registered Devices.

## **5. SERVICE AVAILABILITY**

**5.1** Support for Location Services may vary based on the carrier or network provider. Contact Cradlepoint for a complete list of supported carriers. Customer acknowledges and agrees that the Location Services coverage may be limited to the native network of the carrier. The Location Services may not provide Location Information for Registered Devices that are roaming or otherwise not on the designated carrier network. It may not be possible to utilize the Location Services to locate GSM or CDMA Registered Devices that are not in the United States or Canada.

## **6. LIMITATION OF SERVICE AND USAGE**

**6.1** Customer acknowledges and agrees that the Location Services provides an approximate location of the requested Registered Device and does not provide guaranteed results. In order for the Location Services to work, the Registered Device for which Customer make a Location Query must be turned on, charged and located within Customer's coverage area, among other factors. Accuracy of the Location Information obtained via the Location Services is subject to network capabilities, environmental conditions such as structures, buildings, weather, geography, landscape, and topography, available data, atmospheric conditions and other factors associated with use of wireless networks, satellites and satellite data. By entering into this Agreement, Customer acknowledges the results Customer may obtain from the Location Services, including but not limited to maps, geo-fencing and requested locations or messaging, may not be accurate, timely or reliable. Cradlepoint reserves the right to set limits on the use of the Location Services at our discretion. The Location Services may be subject to other limitations, such as, for purposes of example, monthly limits on the number of Location Queries Customer may make. Cradlepoint will make commercially reasonable efforts to provide Customer with advance notice of any changes to Customer's usage limitations thirty (30) days prior to the end of the then-current term.

## **7. PRIVACY COMPLIANCE**



- 7.1 Customer agrees at all times to comply with all applicable privacy, consumer protection, marketing and data security laws and government guidelines, including (without limitation) all laws that apply to collecting, accessing, using, disclosing and securing Subscriber Data; the Cradlepoint Privacy Policy at [/privacy-policy](#) and; the Privacy Policies and content standards of the Wireless Service Providers from which Customer request subscriber Location Information; applicable privacy, marketing, or advertising guidelines issued by the Mobile Marketing Association (MMA); and the CTIA Best Practices and Guidelines for Location-Based Services. The current locations for WSP, CTIA, and MMA guidelines are listed below but are subject to change without notice:

AT&T: <https://www.att.com/privacy>

Sprint: <https://www.sprint.com/privacy>

T-Mobile: <https://www.t-mobile.com/privacy>

Verizon Wireless: <https://www.verizon.com/privacy>

Bell Mobility: <https://bell.ca/privacy>

Rogers: <https://www.rogers.com/privacy>

TELUS: <https://www.telus.com/privacy>

CTIA: [https://www.ctia.org/business\\_resources/wic/index.cfm/AID/11300](https://www.ctia.org/business_resources/wic/index.cfm/AID/11300)

MMA: <https://www.mmaglobal.com/education/bestpractice>

Locaid: <https://www.loc-aid.com/privacy-policy>

Google: <https://policies.google.com/privacy>

Skyhook Wireless: <https://www.skyhookwireless.com/privacy>

- 7.2 Customer agrees to be bound by the Google Terms of Service and Google Maps/Google Earth Additional Terms of Service [https://www.google.com/help/terms\\_maps.html](https://www.google.com/help/terms_maps.html) (including the Google Privacy Policy at <https://policies.google.com/privacy>).

## 8. TERMINATION AND CANCELLATION

- 8.1 Either Customer or Cradlepoint may terminate or cancel Customer's Subscription to the Location Services at any time upon written notice. Customer understands and agrees that the cancellation or termination of Customer's Subscription is Customer's 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 the Agreement; (ii) any Cradlepoint policy or practice and/or our enforcement thereof; (iii) the content available through the Location Services or any change in content provided through the Location Services; (iv) Customer's ability to access and/or use the Location Services; and (v) the amount or types of fees, applicable taxes, or billing methods, or any change to such fees, applicable taxes, or billing methods.
- 8.2 Cradlepoint reserves the right to immediately terminate Customer's Subscription and block Customer's access to the Location Services if Customer fails to comply with any term or condition in this Agreement, including but not limited to failure to pay fees when due.
- 8.3 Upon any termination or cancellation of this Agreement, Customer acknowledges and agrees that: (i) Customer will not be entitled to a refund of any amount paid for the Subscription and Customer's obligation to pay any balance due, shall survive any such termination or cancellation; (ii) Cradlepoint will not disable and Customer will be solely responsible for disabling the GPS functionality on Customer's Registered Devices; and (iii) Customer's access to Subscriber Data will immediately terminate.

## 9. CUSTOMER'S WARRANTIES

- 9.1 Customer represents and warrants to Cradlepoint that: (i) Customer has the authority to agree to the terms and conditions specified in this Agreement on behalf of Customer and all users who have access to the Location Services, (ii) Customer's use of the Location Services will be solely for Customer's commercial and lawful use and for no other purpose, (iii) Customer or Customer's licensors own all right, title, and interest in and to the Subscriber Data, and (ii) Customer has all rights in the Subscriber Data necessary to grant the rights contemplated by this Agreement and Customer's license to the Location Services.

## **Client Software License Terms and Conditions**

To access the Services, Customer will need to download and install Client Software. Client Software and any accompanying documentation is licensed and not sold and is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Cradlepoint owns intellectual property rights in the Client Software. Customer's license to download, use and/or copy the Client Software is subject to these rights and to all the terms of conditions of this license ("License"). The terms and conditions of this License are in addition to and not in substitution of the terms and conditions of the Agreement. Reference to Section numbers below are to Section number in this License only unless otherwise specified.

### **1. LICENSE GRANT**

- 1.1** Access to the Service, or portion thereof, requires that Customer download and install directly, or download, distribute and install programmatically, certain Client Software applications. Subject to Customer's compliance with all of the terms and conditions of the Agreement and this License, Cradlepoint hereby grants Customer a limited, personal, non-sublicensable, non-transferable, non-exclusive license to internally use the Client Software only in accordance with any accompanying documentation, and only as required to access the Services in accordance with this License.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

- 2.1** Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Client Software, documentation or data related to the Client Software (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Client Software, except as expressly permitted herein; sublicense, sell, resell, transfer, assign or distribute or otherwise commercially exploit or make available in any way to any third party any portion of the Client Software; use the Client Software other than in accordance with this License and in compliance with all applicable laws and regulations.
- 2.2** Customer will cooperate with Cradlepoint in connection with the performance of this License by making available such personnel and information as may be reasonably required, and taking such other actions as Cradlepoint may reasonably request. Customer will also cooperate with Cradlepoint in establishing a password or other procedures for verifying that only designated users have access to any administrative functions of the Service.
- 2.3** Customer hereby agrees to indemnify and hold harmless Cradlepoint against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing, any breach of this License, or from Customer's and/or Agents use of the Client Software.
- 2.4** Customer will be responsible for maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account with or without Customer's knowledge or consent.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1** Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Client Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Client Software, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this License. This License is not a sale and does not convey to Customer any rights of ownership in or related to the Client Software, or any intellectual property rights.
- 3.2** Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Client Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Client Software, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this License. This License is not a sale and does not convey to

Customer any rights of ownership in or related to the Client Software, or any intellectual property rights.

#### **4. TERMINATION**

4.1 This License shall continue until terminated in accordance with this Section 4.

4.2 Customer may terminate this License at any time upon written notice to Cradlepoint as Customer's sole right and remedy with respect to any dispute with Cradlepoint under this License.

4.3 Customer may terminate this License at any time upon written notice to Cradlepoint as Customer's sole right and remedy with respect to any dispute with Cradlepoint under this License.

4.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this License. All sections of this License, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. In addition, the following Sections will survive any termination of this License: 2, 3, 4, and 6.

#### **5. CLIENT SOFTWARE SECURITY**

5.1 Cradlepoint represents and warrants that it will not knowingly include, in any Cradlepoint software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, Trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Cradlepoint fails to comply with the warranty in this Section, Customer may promptly notify Cradlepoint in writing of any such non-compliance. Cradlepoint will, within thirty (30) days of receipt of such written notification, either correct the non-compliance or provide Customer with a plan for correcting the non-compliance. If the non-compliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this License as Customer's sole and exclusive remedy for such non-compliance.

#### **6. WARRANTY DISCLAIMER**

6.1 EXCEPT AS SET FORTH IN SECTION 5 ABOVE, THE SERVICE, CLIENT SOFTWARE AND CRADLEPOINT PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS LICENSE ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE AND/OR CLIENT SOFTWARE IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE AND/OR CLIENT SOFTWARE. CRADLEPOINT AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6.2 IF THE CLIENT SOFTWARE OR SERVICE DOES NOT MEET CUSTOMER'S REQUIREMENTS OR PROVIDE FUNCTIONALITY AND PERFORMANCE TO CUSTOMER'S SATISFACTION, CUSTOMER AGREES THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO CANCEL CUSTOMER'S SUBSCRIPTION TO THE SERVICE AND TERMINATE THIS LICENSE AS SET FORTH IN SECTION 4 OF THIS LICENSE. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

Direct link to this Privacy Policy and the most current terms can be found on the Cradlepoint page here: [Cradlepoint Privacy Policy](#)

## **Cradlepoint Privacy Policy**

Your privacy is important to Cradlepoint. We recognize and appreciate the responsible use of information collected on our websites and by our products and services. Cradlepoint is committed to protecting your data and takes all reasonable precautions to safeguard its confidentiality. This Privacy Policy describes the information we collect, how we use this information, with whom it is shared, and how it is stored when you visit Cradlepoint websites and use our products and services.

### **The Information We Collect**

When you submit personal information to Cradlepoint, you understand and agree that this information may be transferred across national boundaries and may be stored and processed in any of the countries in which Cradlepoint and its affiliates and subsidiaries maintain offices including, without limitation, the United States. You also acknowledge that in certain countries or with respect to certain activities, the collection, transfer, storage, and processing of your information may be undertaken by trusted vendors of Cradlepoint. Such vendors are bound by contract not to use your personal information for their own purposes or provide it to any third parties.

### **Websites, Marketing Emails, or Mobile Apps**

We automatically collect certain information when you use or access our websites to help us manage our relationship with you. The following personal information may be collected:

- Contact details, such as name, company title, mailing address, email address, and phone number
- Shipping and billing information, including payment information
- Your transaction history
- Your interaction with Cradlepoint web pages: documents downloaded, pages visited, webinar registration and attendance;
- Information provided to Cradlepoint to receive technical assistance or during customer service interactions;
- Information about your computer or device, including browser type and settings, version number, time zone setting. Also, visitors' IP address, device ID, operating system, browser type and version number, time zone setting

### **Products and Services**

Regarding your organization's deployment of Cradlepoint products and services, we may collect certain data relating to the performance and configuration of the Cradlepoint products and services, and our customers' and their end-users' consumption of and interaction and use of such products and services ("Usage Data"). Usage Data is generally technical information obtained from product software or systems hosting the services, devices accessing these products and services and/or log files generated during such use. Usage Data does not include any customer content (e.g. web traffic) transferred through Cradlepoint products or services. Some Cradlepoint products and services automatically collect and store certain Usage Data through cookies, pixel tags, and other similar tracking technologies that uniquely identify a browser or device. For additional information about our **Use Of Cookies** and other similar tracking technologies, please refer to our Use Of Cookies section below.

Cradlepoint may monitor customers' use of subscription services and compile customer data with other data in an aggregate and anonymous manor to derive statistical and performance information relating to the provision and operation of the subscription services. Cradlepoint may make such information publicly available, provided such information does not include any data that would enable the identification of customer or customer data or the disclosure of customer confidential information. Cradlepoint retains all rights, title, and interest in and to such statistical and performance information.

## How Your Data is Used

- To provide you with the website page
- To respond to your requests or provide information requested by you
- To better understand our customers and end users and the way they use and interact with our website
- To provide a personalized experience and implement the preferences you request
- To provide you with marketing and promotional communications (where this is in accordance with the law)
- To determine the effectiveness of marketing and promotional campaigns
- To interact with you on third party social networks (subject to that network's terms of use)
- To communicate with you about our events or our partner events
- To carry out our obligations arising from any contracts entered between you and Cradlepoint
- To provide you with the information, products, and services that you request from Cradlepoint
- To provide you with additional information about other products and services Cradlepoint offers
- To notify you about changes to Cradlepoint's products and services
- To ensure that content from Cradlepoint websites is presented in the most effective manner; and to operate, support, and improve the products and services you have purchased or to which you have subscribed

## Use of Cookies

A cookie is a small piece of data (text file) that a website asks your browser to store on your device in order to remember information about you, such as your language preference or login information. Those cookies are set by Cradlepoint and called first party cookies.

Cradlepoint uses cookies to assist in navigation of our web sites and to enable use of our products and services. Cradlepoint also uses third party cookies for our advertising and marketing efforts.

## Sharing Your Information

Cradlepoint may share any information it collects with selected third parties including:

- Business partners, suppliers and sub-contractors required for the provision of the products and services;
- Channel partners to facilitate purchase or subscription of Cradlepoint products and services;
- Financial institutions for the purposes of credit assessment and scoring where this is a condition of entering into a contract with you; and
- Partners or sponsors of events when you opt-in to allow Cradlepoint to share and process your personal information with partners or sponsors.

Cradlepoint may also disclose your information:

- In response to court orders, subpoenas, governmental requests or other legal process or to enforce or apply our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of Cradlepoint, our customers, or others (and this includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction); and
- In the event of a merger, acquisition or sale of all or substantially all of Cradlepoint's assets to a third party, in which case personal data held by Cradlepoint about you will be transferred to such party.

## Changes to the Statement of Privacy

Cradlepoint reserves the right to change its practices concerning information gathered from visitors to Cradlepoint's web sites and users of Cradlepoint products and services. If such changes occur, this Privacy Policy will be updated. Please check back frequently to see any updates or changes to Cradlepoint's Privacy Policy.

## Contact Us

If you have any questions in relation to this Privacy Policy or how Cradlepoint collects, uses, or stores your data, you can contact us at:

Phone: +1 855 813 3385

Address: Cradlepoint, Inc., 1111 W. Jefferson Street, Suite 400, Boise, ID 83702-5389, Attn: Legal Department

Email at: privacy@cradlepoint.com