



aeRos® Terms of Use (rev. 12/05)

Welcome to aeRos!

aeRos, and its associated websites and programs (including, e.g., aeRosLink), (collectively referred to herein as “aeRos”) is a cloud-based, workflow management on-line platform (“aeRos”), provided by AFL Telecommunications LLC, a company incorporated under the laws of Delaware (“AFL”), that allows users of AFL Testing & Instrumentation equipment, e.g., Rogue® and Flex-Series field test units, to easily and efficiently manage their test process from end to end, including the facilitation of two-way communication and data exchange from engineering to project management to a technician in the field, and storage of data immediately and securely in the cloud enabling access to test results when and where needed (“Services”).

1. Agreement

By using or accessing aeRos and/or the Services, you agree to be legally bound by these aeRos Terms of Use and any additional terms of use, privacy policy, or the like found at <https://www.aflglobal.com/Home.aspx>, as amended from time to time (collectively, the “Agreement”). If you are using our Services for an organization, you are agreeing to the Agreement on behalf of that organization. If you do not agree with the Agreement without limitation or qualification, you should not access or use aeRos. Your continued use of or access to aeRos following any changes made to the Agreement will mean that you also accept and agree to be bound by the changes or any then-current Agreement. Because we reserve the right to modify the Agreement at any time without notice to you, please check them regularly for changes. References to “AFL,” “AFL T&I,” “we,” or “us” in the Agreement refer to AFL Global.

This Terms of Use was last updated on: February 6, 2020

2. Registration and Security

You may have limited access to some features of aeRos without registering for a user account (an “Account”). Those who access aeRos without registering for an Account shall be referred to as “Visitors.”

To use certain features of our Services, you may be required to create an aeRos account (an “Account”) and provide us with a username, password, and certain other information about yourself as set forth in the Privacy Policy. After creating an Account, you shall thereafter be a “User”. AFL reserves the right to suspend or terminate your Account at any time or for any reason or no reason, including if any

information provided for registration is determined to be inaccurate, not current or incomplete.

You are solely responsible for the information associated with Your Account and anything that happens related to Your Account. You must maintain the security of your Account and you agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You shall never use an Account that is registered to another User and shall never permit another Visitor or User to use your Account. You will immediately notify AFL of any unauthorized use of your Account or if you suspect that the security of your password or your Account has been compromised. We recommend that you use a strong password that is used only with the Services.

You will not license, sell, or transfer your Account without our prior written approval.

3. Your Information

When you create an aeRos account and/or use our Services, you provide us with information such as, but not limited to, your files, content, messages, contacts, and so on (“Your Information”). Your Information belongs to you. These Terms give us limited rights to Your Information that enable us to offer the Services as described herein. Your Information containing customer identifying data will not be shared by us outside of AFL and its affiliates without the consent of the customer, except as described herein.

You acknowledge that in order to provide the Services, we may need to engage in activities such as storing Your Information, backing it up, sharing it when you ask us to, and providing technical support services. Our Services also provide you with features such as document previews, easy sorting, editing, sharing, and searching. These and other features may require our systems to access, store, and scan Your Information. You give us permission to engage in such activities, and this permission extends to our affiliates and third parties we work with. You further give us permission, without limitation, to reasonably anonymize Your Information and use such anonymized information to improve your experience, understand user activity, and improve the quality of our Services and other products. This permission further extends to use of Your Information when determining analytics related to aeRos, such as through the Google Analytics tool. You consent to AFL’s and its affiliates’ use of Your Information for this purpose. You may opt-out from this



consent by contacting AFL.

4. Your Responsibilities

You are responsible for your own conduct. You should retain your own copies of any critical information, including Your Information. We will make reasonable efforts to preserve Your Information for the duration Your Information is part of the Services, but we do not warrant that Your Information will be backed up and cannot guarantee integrity of Your Information. We are not responsible for any costs, time, or effort that may be spent by you as a result of a loss of Your Information.

aeRos Content (as defined below), the Services, and/or other content included in the Services may be protected by others' intellectual property rights. Please do not copy, upload, download, or share content unless you have the right to do so.

5. Limited License to aeRos Content

For the purposes set forth in the Agreement, we grant you a limited, non-exclusive, non-assignable, non-transferable, and revocable license to access, use, and display aeRos Content (defined below) associated with the Services. You must retain intact all copyright, trademark, proprietary and other notices when accessing, using, or displaying the aeRos Content. Unauthorized use, copying, printing, duplication, distribution, transmission, creation of derivative works, reuse, reproduction, publishing, licensing, sublicensing, transferring, selling, renting or translating, in whole or in part, of any AFL or aeRos webpage, aeRos content, Services, aeRos software or aeRos user interface content including without limitation text, graphics, sounds, videos, images, logos, button icons, and software that has been modified, merged and/or included in aeRos, and/or any compilation thereof (collectively, the "aeRos Content") in any manner without our express prior written permission is expressly forbidden, and you so agree. You acknowledge that you may not sublicense, transfer, sell, rent or assign this license, the aeRos Content or the Services. Any attempt to sublicense, transfer, sell, rent or assign this license, the aeRos Content, or the Services shall be null and void.

6. Content and Services Disclaimer

All aeRos Content including the Services are provided "AS-IS." You access and use the Services and all aeRos Content at your risk. The Services and aeRos Content may include inaccuracies,

errors or information that is incorrect or out of date. We make no representation about, or warranty of the accuracy, reliability, completeness or timeliness of the aeRos Content, the Services, any use of or access to aeRos or the aeRos Content, or any hosted applications, programs, or other things provided or made available through aeRos. AFL makes no representations or warranties that aeRos and/or the Services will be provided in a continuous and uninterrupted manner, and any efforts by AFL to support aeRos and the Services, including by way of example attempts to recover information and provide customer support services, are provided solely at AFL's convenience and pleasure; AFL is under no obligation to provide any such support.

7. Trademarks/Copyrights

The aeRos Content, including but not limited to the letters and service marks, the aeRos logo and/or name, other aeRos or AFL logos and service marks, or any taglines, titles, trade dress, and registered and unregistered services marks or trademarks (collectively, hereinafter referred to as "**trademarks**"), are protected under United States copyright, trademark and/or other laws, and are the property of AFL, and/or its licensors. Any unauthorized use of the aeRos

Content may violate applicable copyright, trademark, intellectual property, and other laws (some of which provide criminal remedies). You may not sell or modify the aeRos

Content or reproduce, display, distribute, or otherwise use the aeRos Content in any way for any public or commercial purpose, including but not restricted to the adaptation of the aeRos software, HTML code, or any other code that AFL creates. You shall not display, disparage, dilute, or taint our trademarks or use any confusingly similar marks or names, or use our trademarks in such a way that would misrepresent or cause confusion as to who the proper owner of such trademarks is.

8. Restrictions

No Illegal Use. You shall not use the Services to create, transmit, distribute, store or destroy any aeRos Content (a) in violation of any applicable law or regulation, (b) in a manner that infringes and/or misappropriates copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.



Information Security. You are prohibited from violating or attempting to violate the security of the Services, or any equipment, software, or devices on which the Services are hosted, displayed, provisioned or otherwise depend including without limitation, (a) gaining or attempting to gain access to any account, data, Service, aeRos Content, or information for which you are not authorized, (b) attempting to penetrate a system, network, or application by probing, "phishing," scanning or testing the vulnerability of the system or network or to breach security or authentication measures without proper authorization, (c) engaging or attempting to engage in a denial of service attack or any other type of electronic attack for the purposes of causing the Services to become impaired or inoperable, or interfering with the availability of Services or aeRos Content through techniques including without limitation, uploading malicious software (e.g., a virus, worm, Trojan horse, etc.), "packet flooding," "spoofing" or "spamming," or (d) forging any packet content or any part of any aeRos Content or Service. Violations of system or network security may result in civil or criminal liability. Any occurrences that may involve such violations are subject to investigation by AFL or its agents, and/or law enforcement authorities in prosecuting any individual(s) or entity involved in such violations.

Specific Prohibited Uses. We specifically prohibit and you agree not to use the Services, or any aeRos Content for any of the following:

- To take any action that imposes an unreasonable or disproportionately large load on aeRos, the equipment, or the network on which aeRos is hosted.
- To attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of aeRos.
- To collect information about other Users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications, or for any other purpose not explicitly authorized by us.
- To falsify, conceal, or modify information identifying yourself or another User, including Internet Protocol header information.
- To stalk, threaten, or harass any User, or other person, whether in a cyber environment or in the real world.
- To commit any wrongful or unlawful acts, criminal acts, acts of terrorism, or any other unlawful or illegal activity.

9. Release of Liability

You acknowledge and agree that your access to or use of aeRos and the Services, and any action you take concerning Your

Information or other information is your voluntary action for which you are exclusively responsible. There is always a certain risk when transmitting such information over the Internet or some other public or proprietary network, and you assume such risk by submitting and/or storing Your Information using the Services and by making or authorizing transmission of such information to others. We do not warrant that Your Information will be backed up and cannot guarantee integrity of Your Information. Accordingly, in the event that you have an issue related to Your Information, including but not limited to the backup, storage, or integrity of Your Information, you agree to the fullest extent permitted by applicable law to forever release AFL and its agents, employees, officers, directors, members and managers from all claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive, to the fullest extent permitted by applicable law, California Civil Code §1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." You agree to use caution and common sense when using or accessing the Services.

10. Indemnity

Except to the extent prohibited by law, you agree to defend, indemnify, and hold us, our licensors, our third party service providers and our officers, employees, licensors, and agents (the "AFL Entities") harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations, or (d) Your Information. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

11. Disclaimers

AEROS AND THE SERVICES, INCLUDING ANY SUPPORT SERVICES, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AFL, ITS LICENSORS, AND ITS THIRD PARTY



SERVICE PROVIDERS DO NOT WARRANT THAT THE AREOS AND THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR FREE, OR THAT AEROS AND THE SERVICES WILL BE PROVIDED IN A CONTINUOUS AND UNINTERRUPTED MANNER. AFL DOES NOT CONTROL, ENDORSE, OR TAKE RESPONSIBILITY FOR ANY CONTENT AVAILABLE ON OR LINKED TO THE SERVICES OR THE ACTIONS OF ANY THIRD PARTY OR USER, INCLUDING MODERATORS. WHILE AFL ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF OUR SERVICES SAFE, WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. Limitation of Liability

IN NO EVENT AND UNDER NO THEORY OF LIABILITY, INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE, WILL THE AFL ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES, INCLUDING THOSE ARISING FROM OR RELATING TO CONTENT MADE AVAILABLE ON THE SERVICES THAT IS ALLEGED TO BE DEFAMATORY, OFFENSIVE, OR ILLEGAL. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE AFL ENTITIES EXCEED ONE HUNDRED U.S. DOLLARS (\$100). THE LIMITATIONS OF THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, INCLUDING THOSE BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF THE AFL ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF ANY REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

13. Additional Terms of Use

Certain of the aeRos Content or the Services may be subject to additional or other Terms of Use or other requirements and such other Terms of Use or requirements shall be posted to an area that coincides with such content. By using or accessing such content or services, or any part thereof, you agree to be bound by the additional

Terms of Use applicable to such content.

14. General Provisions

Severability / Waiver. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement. Additionally, no waiver of any provision of this Agreement or any rights or obligations of either you or us hereunder shall be effective, except pursuant to a written instrument signed by you and us waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Even if we act in a way that you believe to be inconsistent with this Agreement, those actions will not be deemed a waiver or constructive amendment of this Agreement. Similarly, our failure to object to your breach of your obligations under this Agreement does not constitute a waiver of any of our rights.

Compliance with Laws. Each User shall promptly comply, at its own cost and expense, in every material respect with all laws, ordinance, rules, regulations, and requirements of all federal, state, and local governmental authorities that are applicable to the activities or Services pursuant to this Agreement.

No Third Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon you and us and our respective permitted successors and assigns. Except as expressly provided herein, there are no third party beneficiaries to this Agreement.

Relationship of the Parties. You and we are acting as independent contractors with respect to the activities hereunder. Nothing in this Agreement shall be deemed to create any type of agency, joint venture, or partnership relationship between you or us. Neither you nor we shall have any right or authority to bind or obligate the other in any manner to any third party.

Entire Agreement. Except as otherwise stated in this Agreement, this Agreement constitutes the entire understanding and agreement between you and us with respect to the transactions contemplated herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof.



Assignment. We reserve the right to assign the Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

Section Headings. All Section, subsection, and paragraph headings are provided herein as a convenience only and do not affect the meaning or interpretation of this Agreement.

Governing Law. You agree to the fullest extent permitted by applicable law that any dispute between you and us will be governed by the laws of the United States of America and the State of Delaware, without regard to conflict of laws principles, and that any legal action brought by one party against the other will be brought exclusively in the appropriate court within the State of South Carolina.

If you are located outside of the United States of America, you agree that to the extent permitted by the applicable governing law, by entering into this Agreement, you voluntarily subject yourself to the jurisdiction of the State or federal courts of South Carolina, and you agree that you may be sued in those courts and subject to the judgments and orders of those courts. If you are a citizen of a country that does not permit Internet transactions to be governed by the laws of Delaware and/or the applicable United States federal law as above referenced in accordance with this Agreement, please immediately cease use of the Services and terminate your account by written notification to us of such termination.

Right to Terminate. We reserve the right to terminate the Services, this Agreement, or your access to or use of aeRos and/or the Services at any time without notice for any reason, including, in the case of this Agreement, for your violation of any of its provisions. The provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of this Agreement or termination of your use or access to all or any portion of the Services.

Contact Information:

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