Future Mobility, LLC
Acceptable Use Policies

1. **Scope**. Future Mobility, LLC ("FUTURE MOBILITY") Acceptable Use Policies ("Policies") set forth below defines acceptable practices for using any of FUTURE MOBILITY's services that provide access to FUTURE MOBILITY network services, software, and other services.

   Future Mobility implements on-site technology infrastructures integrated with advanced data harvesting and cloud management systems designed around your business processes, spaces, people and energy, known as "Interface™" – giving you the comprehensive and measurable insights to improve real-time management decisions. Collectively, we refer to these tools and Interface™ as our "Services" or "Service". We are acting as a service provider to you when we provide the Services.

   These Policies are designed to assist in protecting the quality of FUTURE MOBILITY's Service, FUTURE MOBILITY's Users and the Internet community as a whole from improper and/or illegal activity over the Internet. Users are generally expected to behave in a reasonable fashion and to adhere to commonly accepted practices of the Internet community.

   For the most part, simply exercising good judgment and common sense while using the Service should enable Users to remain within the purview of acceptable conduct as further described in these Policies. The categories listed below are intended merely to serve as guidelines regarding appropriate and inappropriate conduct.

2. **Definitions.** As used in this Acceptable Use Policy, the terms shall have the respective meanings set forth below:
   a. Service. Includes FUTURE MOBILITY's networks (also referred to as, "Network"), systems, services, software and products that utilize, or are utilized in connection with, FUTURE MOBILITY's networks, machinery, intellectual property or other instrumentality owned by FUTURE MOBILITY, including but not limited to Interface™.
   b. Users. All persons who have gained access to the Service through Customer's account including Customer.
   c. Customer or You. Includes all persons who have contracted with FUTURE MOBILITY for Service.
   d. Persons. Includes natural persons, corporations and other legal entities within common interpretation.
   e. Terms not Defined. All other terms not defined in Paragraph 2 should be interpreted with their common meaning within the usage of trade.

3. **Responsibility of Customer**. Customer is responsible for its own violations or Users violations of these Policies. While it is not FUTURE MOBILITY's intent to control or monitor Customer's online experience or content of online communications, FUTURE MOBILITY may edit or remove content that is deemed to be in violation of the Policies or that it otherwise deems harmful or offensive. The Policies apply to all aspects of the Service, including e-mail, USENET postings, chatting, and browsing.
   a. Customer is entirely responsible for maintaining the confidentiality of its passwords, account information and security of its Network.
   b. Furthermore, Customer agrees to immediately notify FUTURE MOBILITY of any unauthorized use or breach of security to Customer's account.

4. **Rights of FUTURE MOBILITY.** If Users engage in conduct while using the Service that is in violation of the Policies or is otherwise illegal or improper, FUTURE MOBILITY reserves the right to suspend and/or terminate the Service or the User's access to the Service. Where appropriate, FUTURE MOBILITY will attempt to notify User of any activity in violation of the Policies and request that User cease such activity. However, in cases where the viability of the Service is threatened or cases involving UCE/SPAM, mail relaying, alteration of source IP address information, denial of service attacks, harassment or copyright infringement, nuisance or any other illegal

activity, FUTURE MOBILITY reserves the right to suspend the Service or the User's access to the Service without prior notification.

In addition, FUTURE MOBILITY may take any appropriate action, legal or otherwise, against User for violations of the Policies or federal or state law. Furthermore, FUTURE MOBILITY makes no promise, nor alleges any obligation, to monitor or police activity occurring via the Service.

5. **Conformance with Policies of Other ISPs**. In situations where data communications are carried across networks of other Internet Service Providers ("ISPs"), users of the Network must also conform to the applicable acceptable use policies of such other ISPs.

6. **Filters**. Filters against particular networks or traffic types are generally available for Customers and Users from a variety of sources. In addition, in certain circumstances and for an applicable fee, FUTURE MOBILITY may be able to install other filters upon the customer's request.

7. **Configuration.** Users of the Network are responsible for configuring their own systems to provide the maximum possible accountability. For example, Users should ensure that there are clear "path" lines in news headers so that the originator of a post may be identified. Users should also configure their Mail Transport Agents ("MTA") to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange, and should generally present header data as clearly as possible. Users should maintain logs of dynamically assigned IP addresses.

8. **Unauthorized Access/Interference.** Users may not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation, or security of any network, system, computing facility, equipment, data, or information. Users may not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet. Users may not use the Service to monitor any data, information, or communications on any network or system without authorization. Users may not attempt to gain unauthorized access to other User accounts or passwords.
    a. Users of the FUTURE MOBILITY Network are responsible for educating themselves and configuring their systems with basic security. Should User's security systems be attacked, User is responsible for reporting the violation and then fixing the exploited system.
    b. Users are prohibited from intentionally or negligently injecting false data into the Internet. Examples may include, User injecting bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information.

9. **UCE/Spamming/Mailbombing.** Users may not use the Service to transmit excessive volumes of unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient. Any unsolicited commercial e-mail messages or a series of unsolicited commercial e-mail messages or large attachments sent to one recipient constitutes Unsolicited Commercial E-mail ("UCE") and is prohibited. In addition, "spamming" or "mailbombing" is also prohibited. Use of the service of another provider to send UCE, spam or mailbombs, to promote a site hosted on or connected to the FUTURE MOBILITY Network, is similarly prohibited. Likewise, Users may not use the Service to collect responses from mass unsolicited e-mail messages.

10. **Spoofing/Fraud**. Users may not attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the User for purposes of deception. Any attempt to impersonate someone else by altering source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, forge, or otherwise falsify a User's identity in connection with use of the Service is prohibited.

11. **E-Mail Relay.** Any use of another party's electronic mail server to relay e-mail without express permission from such other party is prohibited.

12. **USENET Postings**. All postings to USENET groups must comply with that group's charter and other policies. Users are prohibited from cross-posting to unrelated news groups or to any news groups where the post does not meet that group's charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited by charter), is prohibited. Disrupting newsgroups with materials, postings, or activities that are (as determined by FUTURE MOBILITY in its sole discretion) unlawful, obscene, threatening, abusive, libelous, hateful, excessive, or repetitious, unless such materials or activities are expressly allowed or encouraged under the newsgroup's name, FAQ, or charter, is strictly prohibited.

13. **Illegal Activity**. Users agree to use the Service only for lawful purposes. Use of the Service for transmission, distribution, retrieval, or storage of any information, data, or other material in violation of any applicable law or regulation (including, where applicable any tariff or treaty) is prohibited. This includes, without limitation, the use or transmission of any data or material protected by copyright, trademark, trade secret, patent, or other intellectual property right without proper authorization and the transmission of any material that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful. FUTURE MOBILITY fully cooperates with any and all federal and state investigatory and prosecutorial government agencies including the National Center for the Missing and Exploited Children or other designated agencies.

14. **Other Prohibited Activities**. The following activities are also prohibited:

    a. Attempting to intercept, redirect, or otherwise interfere with communications intended for others.
    b. Intentionally transmitting files containing a computer virus or corrupted data.
    c. Furnishing false or incorrect data to FUTURE MOBILITY on written or online applications, contracts, or other materials or information provided to FUTURE MOBILITY, including fraudulent use of credit card numbers or "bill to" telephone numbers.
    d. Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of FUTURE MOBILITY's services.

15. **Privacy**. Because the Internet is an inherently open and insecure means of communication, any data or information a User transmits over the Internet may be susceptible to interception and alteration. FUTURE MOBILITY makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information a User transmits via the Service or over the Internet, including any data or information transmitted via any server designated as "secure."

16. **Additional Terms and Conditions**. The use of the Network by Customer is subject to the terms and conditions of any agreements entered into by such Customer with FUTURE MOBILITY. This Acceptable Use Policy is incorporated into such agreements by reference.

17. **Limitation of Liability. FUTURE MOBILITY SHALL NOT BE LIABLE FOR ANY AND ALL: INDIRECT, INCIDENTAL, GENERAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY OR LOSS OF USE, EVEN IF YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO YOU FOR A BREACH OF THIS AGREEMENT, OR AN ORDER FORM OR WRITTEN POLICY OF FUTURE MOBILITY. IN THE EVENT OF A BREACH OR FAILURE OF ANY OBLIGATION OF FUTURE MOBILITY, YOUR DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SERVICE FOR THE PRECEEDING 3 MONTHS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, YOU AGREE TO ACCEPT THE SERVICE ON AN "AS-IS" NON-WARRANTABLE BASIS. FUTURE MOBILITY EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PROVIDING OF GOODS AND SERVICES TO YOU.**

18. **Risk of Loss**. At all times, the risk of any loss, damage or destruction of any of Customers assets, equipment or property provided or maintained by FUTURE MOBILITY, from fire, water damage, theft or other casualty will be born by Customer at all times. Customer shall be solely responsible for insuring said property and filing insurance claims for losses associated therewith. If FUTURE MOBILITY is aware of loss or casualty to Customer's property, FUTURE MOBILITY will immediately notify buyer stating the extent of loss or damage incurred and the cause, if known.

19. **Hold Harmless**. Customer agrees to indemnify, defend, and hold FUTURE MOBILITY harmless, as well as its subsidiaries, affiliates, officers, directors, employees, agents, licensors, consultants, suppliers, and any third- party Web site provider, from and against all claims, demands, actions, liabilities, losses, expenses, damages, judgments and costs, including attorneys' fees, resulting from Customer's violation of this Policy, misuse or abuse of the Service, or infringement thereof by Customer or Users of Customer's account.
    a. FUTURE MOBILITY reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer.
    b. Customer shall not in any event accept a settlement of any dispute relating to this contract without prior written consent of FUTURE MOBILITY.

20. **Statute of Limitations**. **YOU AGREE THAT ANY CLAIM AGAINST FUTURE MOBILITY, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, MUST BE BROUGHT WITHIN 6 MONTHS OF THE DATE GIVING RISE TO THE CLAIM.**

21. **Modifications**. FUTURE MOBILITY reserves the right to modify this Acceptable Use Policy at any time without prior notice. Wherever possible, FUTURE MOBILITY will attempt to notify Customer of any such modifications by e-mail.

22. **Acknowledgment**. By using the Service, Customer acknowledges that Customer and Customer's users that have gained access to the Service through Customer's account (collectively "Users"), have read, understood, and agreed to abide by these Policies.

23. **Waiver**. The waiver or breach of any provision of the Policies or any agreement of FUTURE MOBILITY shall not operate or be construed as a waiver of any subsequent or similar breach, and the balance of the Policies and agreements shall remain enforceable and in full effect.