

# CoGoBuzz™ Operator Extended Guest Information Access Agreement

## General Information

This Customer Service Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between nConnections (HotAir Network Group, Inc), a Florida corporation, hereinafter called "Company", and \_\_\_\_\_ **Full Customer Name (including dba, if applicable) and** \_\_\_\_\_ **FEIN ("Customer")**, collectively referred to as "Parties" and sometimes referred to individually as "Party".

## RECITALS

Company is engaged in the business of providing high speed wired and wireless internet connectivity services and equipment ("Company's Business") to persons and entities throughout the United States of America and Customer desires to obtain Company's services, as well as access to Guest User Data and site based equipment as installed and operated by Company.

Further, Customer acknowledges that this contract is binding and, as such, the contract must be transferred, intact and non-negotiable, with any change of control of Customer, Customer Management, or Customer Responsibilities and documentation of assignment must be provided by the current Customer prior to the transfer.

## AGREEMENT

NOW THEREFORE, in consideration of their mutual promises made herein, the receipt and sufficiency of which is hereby acknowledged, Company and Customer agree as follows.

### **1. Purpose of Agreement.**

This Agreement and all schedules and exhibits attached hereto are incorporated herein by this referenced shall be deemed the sole and entire agreement and understanding between Company and Customer for Company to provide access to, and utilization of Guest User Data as defined herein to Customer. It is understood and agreed that the obligations of Company hereunder are expressly conditioned upon Customer's performance of its obligations, compliance with the utilization of any provided Guest User Data, and payment of the amounts set forth in this Agreement, or other Agreement as related to Company and Customer and /or its User's proper use of the Services in accordance with the Company's related policies as published and amended from time to time by Company. Unless expressly set forth herein, it is understood and agreed that Company shall have no other or further obligations to Customer.

### **2. Definitions**

The following terms shall be defined as follows for the purposes of the Agreement:

- 2.1. CoGoBox Solution** – means one or more networking devices, software, network based applications, end user device applications, procedural steps and professional services that result in providing high speed wired and/or wireless access necessary to provide connectivity from the Customer facility to the internet for multiple purposes.
- 2.2. CoGoBox User (User)** – means an individual connecting to the internet via the CoGoBox Solution. Users can have many forms of connecting to the internet, wireless, wired, or an infrastructure including both wireless and wired.

Users can have multiple methods for gaining access to the internet that provides for various levels of security and permissions for the usage of the network. Users and groups of users can be associated and managed with a common set of behaviors, permissions, and access.

**2.3. CoGoBox Operator (Operator)** – means an individual authorized to manage the configuration of one or more CoGoBox devices in a CoGoBox Solution. Operators have access to a management application that can modify the behavior, general configuration, access methods, status, monitoring, reporting and other device management functions of all devices in which the Operator has been granted operator privileges.

**2.4. User Information** – means data, information, behavior, associations, collections, derived data, meta-data, patterns, and other forms of collected data that is deemed to be directly associated with the act of gaining access to the CoGoBox Network Service (NS). This data would include, but is not limited to: general user identity (i.e. name/identity, as provided), time of access, duration of access, method of access, specific NS accessed, general activity while connected to the NS, utilization of NS (bandwidth, data statistics), and other network based activities.

**2.5. Extended User Information** – means data, information, behavior, associations, collections, derived data, meta-data, patterns, and other forms of collected data both during, or after gaining access to the CoGoBox Network Service (NS) that is deemed to represent user personal information that may not be generally known and which will provide insight of a user, or access to a user that might be considered invasive if utilized without access being granted by the user. This data would include, but is not limited to: full name, email, phone number, complete social profile and available associated information on any related social networking service (Facebook, Twitter, Instagram, etc.).

**2.6. Extended User Information Access** – means privileges granted to individuals or entities that will allow access to Extended User Information.

### 3. Term.

The initial term of this agreement shall be in effect for the duration of the associated agreement for owning, operating, or associated with a specific CoGoBox Solution that would include a singular device or multiple devices.

### 4. Termination.

#### 4.1 By Company.

The Company can terminate this Agreement at any time for cause and without notice upon the occurrence of one or more of the following events:

- 4.1.1 It is discovered that Customer is using the Services for an unlawful purpose;
- 4.1.2 Customer fails to pay all amounts due hereunder within the times provided and such default remains outstanding and is deemed uncollectable and unresolved for more than five (5) days from the date such payment became due and owing;
- 4.1.3 Customer is in breach of Terms Of Use as pertains to the use, dissemination, or other restrictions placed on access to the Extended User Information Access as described in Addendum A this Agreement;
- 4.1.4 Customer is otherwise in breach of this Agreement;
- 4.1.5 Customer files for protection under the Bankruptcy Laws of the United States, makes an assignment of its assets or accounts for the benefit of creditors or is forced into Involuntary Bankruptcy.
- 4.1.6 Customer transfers title to the Property without notice to Company and written consent from Company and receipt of an assumption of the obligations herein by the purchaser of the Property.
- 4.1.7 Should Company be forced to terminate this Agreement during the Term as a result of misuse and / or abuse of Guest Data by Customer as provided in Addendum A, Customer shall be obligated to pay to Company all amounts due for Services rendered prior to the date of termination plus an amount no less than \$100,000, Liquidated Damages. It is understood and agreed that the foregoing amounts are not intended to be a penalty and that it would be very difficult for Company to calculate the losses or damages that it would suffer as a result of the wrongful termination of this Agreement and the "Liquidated Damages" are an agreed upon amount to compensate Company for any and all losses or damages

stemming from the wrongful termination of this Agreement. The amount is not intended to be a penalty but is a fair and reasonable estimate of the damages and losses Company would incur based on the impact of the infractions of Addendum A.

#### **4.2 By Customer.**

**4.2.1** Customer may terminate this Agreement during the Initial Term or any subsequent term, for cause, only in the event of a failure of Company to provide the Services in accordance with the express terms of this written Agreement, Customer is not in default of its obligations herein, and Customer provides at least ten (10) days prior written notice to Company of its failure to provide the Services, specifically identifying what Company failed to provide and Company has not either disputed Customer's accusations or Company failed to cure such a default within ten (10) days of receipt of written notice from Customer. Any termination of this Agreement by Customer in contravention to this Section shall entitle Company to an immediate payment and entitlement to the Liquidated Damages set forth above.

**4.2.2** Customer can terminate this Agreement after the Initial Term by providing thirty (30) days prior written notice to Company, based upon the timely execution of the following: payment of all outstanding invoices or amounts due to Company through the date of termination, validation of deletion of all forms of Extended User Information provided through this agreement, validation of deletion of all derived forms of data resulting from access to the Extended User Information.

**4.2.3** Should Customer improperly terminate this Agreement during the Term, or Company terminates this Agreement as a result of misuse and / or abuse of Guest Data by Customer as provided in Addendum A, Customer shall be obligated to pay to Company all amounts due for Services rendered prior to the date of termination plus an amount no less than \$100,000, Liquidated Damages. It is understood and agreed that the foregoing amounts are not intended to be a penalty and that it would be very difficult for Company to calculate the losses or damages that it would suffer as a result of the wrongful termination of this Agreement and the "Liquidated Damages" are an agreed upon amount to compensate Company for any and all losses or damages stemming from the wrongful termination of this Agreement. The amount is not intended to be a penalty but is a fair and reasonable estimate of the damages and losses Company would incur based on the impact of the wrongful termination.

### **5. Charges.**

The Customer agrees to pay the agreed to amount as specified in the attached quotation, Addendum B.

**5.1.** Customer agrees that this Agreement may be amended to include additional features, services, data, that may incur additional charges. Parties agree that those additional services will be described at addendums to Addendum B.

**5.2.** Any additional charges, whether considered "one time" or not, must be approved by the Customer prior to the Company or Customer incurring said expense. Failure to receive approval of said expense may result in the Customer not accepting responsibility for the charge. These charges are subject to all applicable local, state, or federal fees or taxes.

**5.3.** All amounts due herein are due without set off or reduction. It is understood that Company may refuse to provide any labor, service, materials or the Services under this Agreement for so long as any amounts due remain outstanding and until all amounts are paid

EXCEPT AS PROVIDED ABOVE, COMPANY SHALL NOT BE OBLIGATED TO PROVIDE ANY OTHER SERVICES OR MATERIALS TO CUSTOMER.

### **6. Disclaimer of Warranty/Limitation of Liability.**

PARTIES EXPRESSLY ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT USE OF THE SERVICE IS AT USER'S SOLE RISK, NEITHER PARTIES NOR THEIR AFFILIATES WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SERVICE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE ONLY WARRANTIES THAT COMPANY PROVIDES IF ANY ARE SET

FORTH IN THIS AGREEMENT AND IF NOT SET FORTH HEREIN, DO NOT EXIST. FURTHER, AT NO TIME SHALL COMPANY BE LIABLE FOR PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND COMPANY'S SOLE AND ABSOLUTE LIABILITY FOR A BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE SERVICE FEES PAID BY CUSTOMER FOR ANY PERIOD OF TIME THAT THE SYSTEM (AND SERVICES) ARE UNAVAILABLE, UNLESS SUCH UNAVAILABILITY IS DUE TO CUSTOMERS OR A USERS NEGLIGENCE OR MISUSE OF THE SYSTEM OR IT IS DUE TO ACTS BEYOND THE CONTROL OF COMPANY.

## 7. Invoicing and Payments.

Customer agrees that fees described herein will be paid as outlined in Addendum B. All charges are subject to all applicable local, state, or federal fees or taxes.

## 8. Miscellaneous Provisions.

**8.1. Entire Agreement/Waiver.** This Agreement, including all exhibits attached hereto, embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements, and understandings relating thereto which are merged herein. This Agreement may not be varied or modified except by written agreement signed by both Seller and Buyer. The parties hereto waive the right to assert or claim in any action or proceeding that they were induced to enter into this Agreement by any promise, fact, occurrence, representation, warranty (collectively referred to as ("Representations") or other matter which is not expressly set forth in this Agreement or any schedule attached hereto, and all such Representations, if any, are merged herein.

**8.2. Attorney Fees.** In the event either party retains the services of any attorney for any action based upon or relating to this Agreement, whether or not an action or lawsuit is filed, the prevailing party in any litigation, arbitration proceeding or other action shall be awarded all of its or their costs and expenses including, but not limited to, reasonable attorney fees. This provision shall apply to such expenses incurred at the trial and all appellate levels, without respect to who is the initiating party and shall apply to an action for declaratory relief if the party instituting it asserts specific contentions concerning the Agreement which is ruled upon by the court. Such reasonable attorney's fees shall include, but not be limited to, fees for attorneys, paralegals, legal assistants and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative receivership, or other proceedings affecting creditors' rights and involving a claim under this Agreement, even if such proceedings arise before or after entry of a final judgment.

**8.3. Law/Exclusive Venue.** The Agreement shall be construed in accordance with and governed by the laws of the State of Florida, and the exclusive venue for all actions arising out of or based on this Agreement (including any action for declaratory relief) shall be in Brevard County, Florida.

**8.4. Binding Effect.** The rights and obligations of the parties under this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, estate, representatives, successors and assigns of the parties hereto.

**8.5. Notices.** Any notice, request, demand, consent, approval or other communication required or permitted under this Contract (collectively a "Notice") shall be (a) in writing (or telefax) and (b) addressed by the sender to the other party at address or number and in the manner set forth below:

If to the Company:

CoGoBox Solutions (HNG)  
587 W Eau Gallie Blvd Ste 104  
Melbourne, FL 32935  
Fax No.: (877) 464-4742

If to the Customer:

**AS KEPT ON FILE**

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by facsimile (on the condition that the sending party has confirmation of a transmission receipt of the notice), courier service, or, (ii) on the third (3rd) day after the notice is postmarked for mailing by first-class, postage prepaid, certified, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

**8.6. Indemnification and Hold Harmless.** Customer hereby agrees to defend, indemnify and hold Company, Company's Shareholder, and their agents, assigns, employees, shareholders, officers, directors and representatives

harmless from any and all expenses, costs, damages, judgments, including reasonable attorney's fees (at the trial and all appellate levels), incurred by Company, Company's Shareholder or their agents, assigns, employees, shareholders, officers, directors and representatives resulting from any claims, causes of actions, demands, lawsuits or proceedings of any party arising from or in any way connected to the following: (a) Customer's breach of the Agreement; (b) any misuse of the System or Services; (c) any claims arising from the operation of Customer's Business; and (d) any claim by a User.

Company hereby agrees to defend, indemnify and hold Customer, Customer's Shareholder, and their agents, assigns, employees, shareholders, officers, directors and representatives harmless from any and all expenses, costs, damages, judgments, including reasonable attorney's fees (at the trial and all appellate levels), incurred by Customer, Customer's Shareholder or their agents, assigns, employees, shareholders, officers, directors and representative resulting from any claims, causes of actions, demands, lawsuits or proceedings of any party arising from or in any way connected to the following: (a) Company's breach of the Agreement; (b) any claims arising from the operation of Company's Business; and (c) any claim, related to Company services, by a User.

**8.7. Construction of Agreement.** This Agreement has been prepared by the attorneys for Company solely as a convenience and the parties have read and negotiated all of the language used in this Agreement. The parties acknowledge and agree that because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against any party by reason of that party's role in drafting this Agreement.

**8.8. Relationship between the Parties.** Payments to Company are for the use of the Services and nothing herein contained shall be deemed or construed to make Company a partner or associate of Customer in the conduct of any business, nor as rendering Company liable for any debts, liabilities or obligations incurred by Customer in the conduct of any business, it being expressly agreed that the relationship between the parties is, and shall at all times, remain that of Company and Customer.

**8.9. Act of God or Force Majeure.** Except for Customer's continuing obligation to pay the amounts identified herein, either party shall not be required to perform any covenant or obligation under this Agreement, or be liable for damages to the other, so long as the performance or nonperformance of the covenant or obligation is delayed, caused or provided by an act of God or force majeure. For purposes of this Lease, an "act of God" or "force majeure" is defined as strikes, lockouts, sit-downs, material or labor restrictions by an governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds, hurricanes, tornados or inclement weather which prevents construction), acts of public enemy, wars, insurrections, and/or any other cause not reasonably within the control of such party or which by the exercise of due diligence such party is unable wholly or in part, to prevent or overcome.

**8.10. Authority.** The undersigned individuals executing this Agreement on behalf of a corporation, partnership, trust or other entity, hereby individually represent and warrant to the other party that such individual has full power and authority to bind such entity to the terms and provisions of this Agreement and has obtained all necessary approvals and consents to sign this Agreement on behalf of such entity.

**8.11. Counterparts/Facsimile Copies.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signature hereon shall be considered for all purposes as originals.

**8.12. Further Assurance.** The parties hereto shall execute any and all further assurances, documents, or writings reasonably requested by the other party to carry out the terms and provisions of this Agreement and any of the Agreement Documents.

**8.13. Waivers.**

**8.13.1** This Agreement contains the entire agreement between the Parties and all prior negotiations, promises, warranties, and statements are merged herein. The Parties hereto waive any right to assert or claim that they were induced to enter into this Agreement by any representation, promise, statement, or warranty made by any Party or any Party's agent which is not expressly set forth in this Agreement.

**8.13.2** A waiver by the Parties hereto to strictly enforce any rights provided by this Agreement as to any transaction shall not constitute a waiver or release of the right to strictly enforce the terms and provisions of this Agreement as to any subsequent or other transaction.

I have read this entire document and agree with its terms.

**CoGoBuzz (HNG)**

**Customer**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# SCHEDULE A

Requirements for handling, using, processing, and disseminating User Data

## General Guidance

- The Company provides services and functionality based on a relationship with several different vendors and network partners. These relationships are paramount to the Company's success and the Company will enforce the privacy policies, use standards, abuse tracking, and other operating metrics to ensure these relationships are continued.
- The following sections will be amended on a regular basis based on: changes in the policies of our partners; general changes in the typical acceptable use of customer data; changes in regulations by governing entities; and guidelines by law enforcement responding to needs for protecting individuals, especially elderly and children.
- ANY changes to these guidelines are RETROACTIVE to all data that the Company has provided.
- The company encourages all our Customers, their internal organizations, their business associates, contracted resources, and any other entity that might come in contact with data we are providing to be very familiar with the following industry leaders, governmental and regulatory agency laws and policies as these are ultimately our guidelines on the proper use of User Data.

## Social Media Industry Leaders

Facebook; Instagram; Twitter; Google; etc., etc.

## Governmental Authorities and Regulatory Agencies:

ICANN, FCC, FTC, and other International, Federal and State regulatory agencies with appropriate jurisdiction.

## Only utilize data in the form of a quality, commercial grade product

1. Use provided data within a professional environment, for example ensure potential contact via email with users is conducted through a professional tool that provides for compliance with ICANN requirements that include an easy single step to elect to receive no further communications.
2. Don't confuse, deceive, defraud, mislead, spam or surprise anyone. All communications must accurately identify the source of the company, the source of the information used to contact the user, and clear intent of any actions presented on the communications.
3. Keep your all negative feedback as related to any communications, interactions, solicitations, etc., to a minimum. Tracking of feedback is required. Excessive negative feedback will result in a breach of this agreement. Negative feedback will be assessed based on general marketing practices of industry leaders but should be less than 2% at all times.
4. Provide meaningful customer support for your communications, and make it easy for people to contact you. This should include phone based contact information that is answered during normal business hours, email contact information that is monitored on a daily basis with personal responses (not automated) with one business day.

## Frequency of Contact

The following section describes guidelines for utilization of data provided by Company. In the event you have offered the client to join a distribution list, or other form of communication then your guidelines will take precedence over the following section. However, you must maintain an accurate audit log / trail of the customer's specific steps to subscribe to your service.

1. **Email.** Not more than once monthly. Fully compliant with current anti-SPAM regulations and privacy regulations, to include guidelines as defined by industry leaders reference herein.
  - a. <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>
  - b. <https://www.fcc.gov/general/can-spam>
2. **Phone/Telephony.** In general all use of provided information must be in strict compliance with United States Code Title 47 and specifically Section 227. Further regulations and guidelines include the following:
  - a. Telemarketing is regulated at the federal level by two statutes: the **Telephone Consumer Protection Act of 1991** (TCPA) and the **Telemarketing Sales Rule** (TSR). The Federal Communications Commission (FCC) derives its regulatory authority from TCPA, while the Federal Trade Commission (FTC) is responsible for enforcing TSR. These statutes must be followed.
  - b. Also note on robo-dialing is prohibited.
3. **Facsimile.** Not more than once quarterly.

## Dissemination of Information

1. **Sale of User Information** – in any form is prohibited.

Dissemination of any User information is discouraged except under the following circumstances: [Type a quote from the document or the summary of an interesting point. You can position the text box anywhere in the document. Use the Drawing Tools tab to change the formatting of the pull quote text box.]

- a. You have a contractual relationship with a corporate entity, such as Constant Contact, whereby to utilize the customer data within these guidelines the customer information can be uploaded.
- b. You utilize a cloud based CRM tool. However, it is critical that the CRM tool be reputable and that your relationship be documented. Uploading User Information to a SPAM organization or service is an immediate violation of this Agreement.
- c. You have a third party agency for marketing or customer management. However, it is critical that the firm is a reputable organization, provides a complete User Data privacy policy and your relationship is documented.