

Pelican AnyWhere Terms of Service

Pelican AnyWhere is a cellular service (“Service”) for the Pelican GW400-LTE Gateway (GATEWAY) and is provided by Pelican Wireless Systems (PELICAN), located at 2655 Collier Canyon Road, Livermore, CA 94551, United States, a Delaware Limited Liability Corporation, for the intended and only use of providing a cellular Internet connection to Pelican wireless devices.

These Pelican AnyWhere Terms of Service (“Terms”) include the language below, Network Policy, Acceptable Use Policy, Usage Fees for Service, Subscriber Information, Billing and Payment and other policies that we make available to you. By choosing to use the Service you agree to these Terms, as well as agree to pay all applicable fees.

By agreeing to these Terms, you represent that you can enter into a legally binding agreement.

Network Policy

This Service only applies to a GATEWAY used to provide Internet connectivity to Pelican wireless devices. We reserve the right to suspend any cellular Internet access that we reasonable determine is unsupported or in breach of these Terms.

Acceptable Use Policy

Do not misuse the Service. For example, do not interfere with the Service or try to access them using a method other than the interface and the instructions we provide. You may use the Service only as permitted by law and in a manner that complies with these Terms. We may suspend or stop providing the Service if you do not comply withour Terms or Policies, the Terms or Policies of our affiliates, or if we are investigating suspected misconduct. This Service does not support or provide third-party devices with Internet access and it does not provide any devices with phone call, text messages, or email capabilities. Its intended use is to provide a GATEWAY with cellular Internet access so as to provide Internet connectivity to Pelican wireless devices.

Usage Fees for Service

We charge two different fees for the Service:

One-Time Device Activation Fee: You agree to pay a one-time device activation fee of \$20.00 upon activating the GATEWAY for Service. With activation of Services, you agree to pay any applicable Monthly Recurring Cellular Data Fees included in the language below. The One-Time Activation Fee is collected immediately upon the first time you activate a GATEWAY for Service and provides you with a personal, royalty-free, non-assignable and non-exclusive license to use the GATEWAY and the Service.

Monthly Recurring Cellular Data Fee: When the GATEWAY is activated for Service, you agree to pay the cellular data fee that meets your site requirements as identified in the language below. The cost of this fee depends on how many Pelican wireless devices are using the GATEWAY for Internet access:

- If 0-50 Pelican wireless devices, you will be charged \$15.00 per month.
- If 51-100 Pelican wireless devices, you will be charged \$25.00 per month.
- If 100 Pelican wireless devices or greater, a Custom Service Plan will be required and agreed upon between the activation party and PELICAN. For a Custom Service Plan, contact Pelican Customer Service at 888-512-0490.

The Monthly Recurring Cellular Data Fee will be charged for Service based on the rates above until the GATEWAY is deleted from a Pelican Site. Removing power from a GATEWAY and/or physically removing it from an installation location does NOT alleviate you from paying the Monthly Recurring Cellular Data Fee. If you have questions, contact Pelican Customer Service at 888-512-0490.

Taxes: In addition to monthly usage fees, you agree to pay all applicable taxes.

Billing and Payment

Billing Cycles. If you are the registered user of an individual Pelican AnyWhere account or the Owner of the account, you will be responsible for paying the one-time activation fee and all monthly recurring fees. By assigning a GATEWAY, email address (“Email”) and credit card (“Payment Method”) to your Pelican AnyWhere account, you are authorizing Pelican to make an immediate and automatic charge to the Payment Method for the one-time activation fee and first month of cellular data; if applicable. Your billing cycle for all subsequent monthly fees will commence on the day that you activated the first GATEWAY associated with your Pelican AnyWhere account (the “Cycle Billing Day”), except that if the month does not have that date, you will be billed on the last day of the month. For example, a subscription starting on January 31st will bill on February 28th (or 29th in a leap year), then March 31st, April 30th, and so on.

Any additional GATEWAYS that are registered using the same Email and Payment Method already associated to a Pelican AnyWhere account will be billed on the same Cycle Billing Day of the first GATEWAY for that account. If another GATEWAY is registered to an account on a date other than the Cycle Billing Day, billing for the additional GATEWAY(s) will not occur until the Cycle Billing Day of the first GATEWAY and will carry a pro-rata charge for the partial month of service. For example, if your previous Cycle Billing Day is January 15th, and you register a second GATEWAY on the February 2nd, billing for the second registered GATEWAY will not occur until February 15th and will include a pro-rata charge for 13 days on your bill.

Payment Processing. We work very hard to protect PELICAN and our user’s information. PELICAN does not store, record, or have any direct interaction with the Payment Method for SERVICE. PELICAN uses Stripe® for all payment processing and only receives a private and unique certificate from Stripe® upon a verified payment transaction. **This process is for your and PELICAN’s protection.** The Stripe name and logos are trademarks or service marks of Stripe, Inc. For further information, please contact Pelican Customer Service by calling 888-512-0490.

Disputing Charges. If you believe you were incorrectly charged by us, you can dispute those charges by contacting Pelican Customer Service by calling 888-512-0490.

Lost or Stolen GATEWAY. If your GATEWAY is lost or stolen, notify PELICAN immediately by calling Pelican Customer Service at 888-512-0490. We reserve the right to hold you liable for all charges and fees incurred by your GATEWAY until you have notified us of the alleged loss or theft and until we can deactivate the device. If we choose to investigate a lost or stolen GATEWAY, you agree to cooperate in our investigation. Once a GATEWAY is reasonably determined to be lost or stolen, we may report the GATEWAY to a third-party service that tracks lost or stolen devices and permanently prevent service from being activated for that GATEWAY.

Network Management

We use best efforts to maintain Internet connectivity to all GATEWAY(s) during all service periods. PELICAN relies on third-party services and cannot be held accountable for service interruptions outside of its control. The maximum amount PELICAN can be held accountable is for the monthly fees associated with the SERVICE during a cellular data interruption.

Electronic Communication Policy

We may be required to share disclosures, notices, and communications to you in written form (collectively “Communications”). We will deliver such Communications to you in electronic form. Your agreement to this Policy confirms your ability and consent to receive such Communications electronically, rather than in paper form.

You agree and consent to receive electronically all Communications that we may provide you in connection to the Pelican AnyWhere account and your use of the Service. Communications include:

- Agreements and policies related to the Service or Terms, including updates to those agreements and policies;
- Payment authorizations and transaction receipts or confirmations;
- Account statements and history; and
- All other communications or documents related to or about your account, your purchases, and your use of the Service.

Communications shall be deemed to be received by you upon delivery of emailing them to the email address associated with your Pelican AnyWhere account.

By consenting to this Policy, you confirm that you are able to meet the above requirements, and that you can receive, open, and print or save any Communications for your records. You should maintain copies of electronic Communications by printing paper copies or saving electronic copies, as applicable. Also, you may contact PELICAN to request another electronic copy of Communications. We reserve the right to terminate your use of the Service if you decline or withdraw consent to receive electronic Communications.

Suspension and Termination of a Pelican GATEWAY Associated with Your Pelican AnyWhere Account

In certain circumstances, **PELICAN** may suspend or terminate a **GATEWAY** associated with your **AnyWhere** account in accordance with these Terms. For example, we may suspend or terminate a **GATEWAY** if there is a late payment or we determine there is a violation of these Terms.

In certain circumstances, **YOU** may want to suspend or terminate a **GATEWAY** associated with your **AnyWhere** account in accordance with these Terms. For example, you may install an Ethernet connected Pelican GW400 Gateway and no longer require cellular data service for a Pelican Site. **PELICAN** works hard to make this process easy for you.

Here are the steps to Temporarily Disable Cellular Data Service for a **GATEWAY**, or to Re-activate a Permanently Terminated **GATEWAY**:

Temporarily Disable Cellular Data Service for a GATEWAY: By removing or deleting a **GATEWAY** currently receiving cellular data from a Pelican Site, your Monthly Recurring Cellular Data Fee will be temporarily disabled for that **GATEWAY** and all charges will be put on hold. **You will be able to re-activate Service at no penalty or cost within a six (6) month period after removing or deleting the GATEWAY from a Pelican Site.** **PELICAN** does not charge any additional activation fees to re-activate cellular data if reactivation occurs within this six (6) month period.

After six (6) months of a GATEWAY being in a Temporary Disabled state: PELICAN will permanently terminate the device from your Pelican AnyWhere account and completely remove it from the AnyWhere cellular network. This process is for your and PELICAN's protection.

Re-activation of a Permanently Terminated GATEWAY: If your **GATEWAY** has not received cellular data service for six (6) months after Temporarily Disabling Cellular Data Service, you will need to have **PELICAN** re-activate the **GATEWAY** onto the Pelican AnyWhere cellular network. Contact Pelican Customer Service at 888-512-0490 and request a **GATEWAY** re-activation RMA number. You will need to pay for the cost of shipping the **GATEWAY** to Pelican Wireless Systems, 2655 Collier Canyon Road, Livermore, CA 94551. Upon receipt of the **GATEWAY**, **PELICAN** will add the **GATEWAY** back onto the Pelican AnyWhere cellular network. This does **NOT** re-activate Cellular Data Service and you will not pay any Monthly Recurring Cellular Data Fee until the **GATEWAY** is re-activated for Cellular Data Service. **PELICAN** will cover the cost to ship the **GATEWAY** back to you. Upon receiving the **GATEWAY** and agreeing to re-activate Service for the **GATEWAY**, you will be responsible for paying the One-Time Device Activation Fee of \$20.00 and your Monthly Recurring Cellular Data Fee as defined in this document above.

PELICAN does NOT accept responsibility and will not provide services for any GATEWAYS sent to them that do not include a PELICAN issued RMA number.